



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145599

PAGE 1 OF 9

DATE: 8/5/2025

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH AIR BALANCING COMPANY FOR ENGINEERING SERVICES FOR THE BOILER REPLACEMENT SYSTEM PROJECT AT THE CORRECTIONS CENTER

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider accepting a professional services contract with Air Balancing Company for engineering services for the Boiler Replacement System Project.

BACKGROUND

On August 30, 2022, the Commissioners Court, through Court Order #138979, approved Request For Qualification (RFQ) No. 2022-098 – Annual Contract for HVAC Test, Adjust, Balance, and Professional 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, per contract terms. 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. Air Balancing Company 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.

On 6/18/25 Facilities Management was made aware that the domestic hot water storage tanks in the Sally Port of the Corrections Center were leaking. Purchasing was contacted and notified of the emergency and approved using county contracted vendors to perform the necessary work to relocate the storage tanks. Part of this work is Testing, Balancing, and Engineering Services. On 6/23/25 Purchasing approved entering requisitions and issuing PO’s for the work. During Commissioners Court on 7/1/25 funds were appropriated to the emergency project and approved. At that time PO# 4400015325 was issued to Air Balancing Company and they began work. After the PO was issued it was determined that a Professional Service Contract was required for the proposal per Texas Code 2254.

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

FISCAL IMPACT

Funding in the amount of \$85,500.00 is available in account 45400-2025 Capital Improvement/3110307000 Corrections Center/540000 Capital.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Frank Lopez

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

9.1 **Boycott of Israel Prohibited.** In compliance with Section [2271.001](#) et seq. of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section [808.001\(1\)](#) of the Texas Government Code.

9.2 **Scrutinized Business Operations Prohibited.** In compliance with Section [2252.151](#) et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated

foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](#) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](#) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](#) of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller’s [Scrutinized Companies Lists](#).

9.3 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section [2274.002](#) of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section [2274.001\(3\)](#).

9.4 Boycott of Certain Energy Companies Prohibited. In compliance with Section [2276.002](#) of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section [809.001\(1\)](#) of the Texas Government Code.

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:
Frank Lopez
Tarrant County Facilities Management
100 W. Weatherford, Suite 350
Fort Worth, TX 76196

PROVIDER:
Bret Privitt
Air Balancing Company
4607 Forest Hill Circle
Fort Worth, Texas, 76140

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.


[Remainder of Page Intentionally Left Blank]

SIGNED AND EXECUTED this _____ day of _____, 2025.

TARRANT COUNTY
STATE OF TEXAS

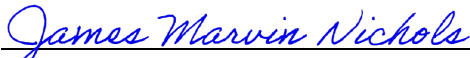
PROVIDER:
Bret Privitt

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



Authorized Signature or name

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 FUNDS IN THE AMOUNT OF \$ _____

Auditor's Office Date: _____



AirBalancingCo

June 20, 2025

Submitted To: **Tarrant County Facilities Management**
Attention: **Chad Raines**

Project: **Tarrant County Corrections Center**
Hot Water Tanks Relocation

We are pleased to submit the following proposal for professional services at the Corrections Center.

Base price for the service is: **\$85,500.00**

Scope of services:

- Project management assistance
- Schematic design
- Test and balance

Thank you for the opportunity to work with you on this Tarrant County Project.

Sincerely,

Bret Privitt, TBE, CxA, LEED AP

Air Balancing Company

4607 Forest Hill Circle

Fort Worth, TX 76140

(817) 572-6994



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FISCAL IMPACT

Funding in the amount of \$85,500.00 is available in account 45400-2025 Capital Improvement/3110307000 Corrections Center/540000 Capital.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Frank Lopez

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, hereinafter referred to as PROVIDER, for the purpose of providing professional Testing, Balancing, 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 Testing, Balancing, and Engineering services (the “Services”) for the Boiler Replacement System, 100 N. Lamar St, Fort Worth, Tx (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 Testing, Balancing, and Engineering dated June 20, 2025 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 Project Management Assistance, Schematic Design, and Test and Balance

**2.
TERM**

This contract commences 07/01/2025 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 eight five thousand five hundred dollars (\$85,500.00) and shall not exceed this amount without prior authorization from the County.

Project Management Assistance	N/A
Schematic Design	N/A
<u>Test and Balance</u>	<u>N/A</u>
TOTAL NOT TO EXCEED AMOUNT	\$85,500

- 3.2 PROVIDER shall bill for the Services performed in accordance with this contract.
- 3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 350, Fort Worth, Texas 76196.
- 3.4 PROVIDER’S invoice shall detail the Services provided;
- 3.5 No travel expenses are included in this contract

PROVIDER understands that PROVIDER shall be responsible for any other expenses incurred by PROVIDER in performing the Services under this contract.

4.

AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of PROVIDER, and neither PROVIDER nor any employee thereof is an agent of COUNTY. This contract does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

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[Remainder of Page Intentionally Left Blank]

SIGNED AND EXECUTED this 5th day of August, 2025.

TARRANT COUNTY
STATE OF TEXAS

PROVIDER:
Bret Privitt

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


Authorized Signature or name

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 FUNDS IN THE AMOUNT OF \$ 85,500.00 ₂₁₅

Kimberly M. Buchanan
Auditor's Office Date: 8.4.25



AirBalancingCo

June 20, 2025

Submitted To: Tarrant County Facilities Management
Attention: Chad Raines

Project: Tarrant County Corrections Center
Hot Water Tanks Relocation

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Sincerely,

Bret Privitt, TBE, CxA, LEED AP
Air Balancing Company
4607 Forest Hill Circle
Fort Worth, TX 76140
(817) 572-6994

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

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

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

Certificate Number:
 2025-1337349

Date Filed:
 07/16/2025

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

Tarrant County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ NO 2022-198
 HVAC Testing, Adjusting, Balancing, and Commissioning

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

5 Check only if there is NO Interested Party.

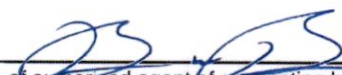
6 UNSWORN DECLARATION

My name is Bear Busby, and my date of birth is 07/31/1984.

My address is 4607 Forest Hill Circle, Fort Worth, TX, 76140, USAs.
(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 16th day of July, 20 24.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)

Consideration of a Professional Services Contract with Air Balancing Company for Engineering Services for the Boiler Replacement System Project at the Corrections Center

SIGNED AND EXECUTED this 5 day of August, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
8/8/2025