



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145236  
PAGE 1 OF 9  
DATE: 5/20/2025

**SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH AIR BALANCING COMPANY, INC. FOR ENGINEERING SERVICES FOR THE TOM VANDERGRIFF CIVIL COURTS BUILDING HVAC TEST, ADJUST, AND BALANCE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a professional services contract with Air Balancing Company, Inc. (ABC) for the engineering services for the Tom Vandergriff Civil Courts Building HVAC Test, Adjust, and Balance, located at 100 N. Calhoun Street in Fort Worth.

**BACKGROUND**

On August 30, 2022, the Commissioners Court, through Court Order #138979, approved Request For Qualification (RFQ) No. 2022-198 – Annual Contract for HVAC Test, Adjust, Balance and Professional Services, for various Tarrant County projects. With approval of RFQ No. 2022-198, 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. Air Balancing Company, Inc. 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.

With approval of this professional services contract, ABC will provide Test, Adjust, Balancing and Commissioning for the 231,000 square foot building project.

The scope of services shall include, but are not limited to the following:

- Test, Adjust, and Balance
- Obtain Smoke Pressurization
- Calibrate BAS controls
- Determine proper return airpaths
- Submit mechanical deficiencies
- Consult with the design team and engineer of record

This agreement has been approved as to form by the Criminal District Attorney’s Office.

**FISCAL IMPACT**

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



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145236 DATE: 5/20/2025 PAGE 2 OF 9

Funding in the amount of \$265,500.00 is available in account 45400-2025 Capital Improvement Fund/3110407000 Tom Vandergriff Civil Courts/540000 Capital.



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

**13.**  
**EXECUTION OF AGREEMENT**

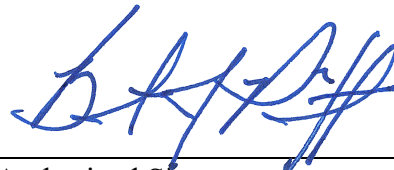
This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic 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.

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY**  
**STATE OF TEXAS**

**PROVIDER:**  
**Air Balancing Company Inc.**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Tim O'Hare  
County Judge

*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



# AirBalancingCo

March 27, 2025

Submitted To: **Tarrant County Facilities Management**  
Attention: **Frank Lopez and Chad Raines**

Project: **Tarrant County Civil Courts Vandergriff Building**

We are pleased to submit the following proposal for Testing, Adjusting, Balancing and Commissioning for the 231,000 square foot Vandergriff Building Project.

**Base Price for the Service: \$265,500.00**

Scope:

- Test, adjust, and balance the entire HVAC mechanical system for floors 1 thru 5
- Obtain smoke pressurization supply fan data
- Calibrate BAS controls
- Determine proper return airpaths
- Submit mechanical deficiencies to be repaired prior to 6th floor finish out
- Consult with the design team and engineer of record

Exclusions:

- Repairs

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

Regards,

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**

Certificate Number:  
2025-1295860

Date Filed:  
04/15/2025

Date Acknowledged:

**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

**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.**  
RFQ NO 2022-198  
HVAC Test, Adjust, Balance, and Professional Service

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, 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 15 day of April, 2025.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)