



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144947
PAGE 1 OF 11
DATE: 4/2/2025

**SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH
BAIRD, HAMPTON & BAIRD FOR ENGINEERING SERVICES FOR THE
GREEN BAY JAIL LIGHTING UPGRADE PROJECT**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a professional services contract with Baird, Hampton & Brown for engineering services for the Green Bay Jail Lighting Upgrade Project located at 2500 Urban Drive in Fort Worth.

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 project. 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 & 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The purpose of the Green Bay Jail Lighting Upgrade Project is to replace outdated lighting that includes wired cage fixtures with new LED lights. The existing fixtures have been in place since the '90's and are prone to damage. Due to the age of the fixtures, replacement parts are no longer available.

With approval of this contract, BHB will provide engineering services for this project. The scope of services shall include, but are not limited to the following:

- Electrical Design
- Cost Estimating
- Bidding
- Construction Administration

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

FISCAL IMPACT

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



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 144947 DATE: 4/2/2025 PAGE 2 OF 11

The fiscal impact is \$52,320. Funding is available in account 45100-2025 Non-Debt Capital/3110302000 Green Bay Jail/540000 Capital.

- c. Twelve site visits during construction for the purpose of reviewing work completed.
 - i. A written field report of our observations shall be submitted for each visit.
 - ii. If additional trips are required, it will be considered additional services and billed at the hourly rates identified in the general conditions.
- 1.11 The following items are not included in our basic services:
- a. Energy Modeling, i.e. for IECC or ASHRAE compliance.
 - b. Commissioning of the electrical Systems.
 - c. Record drawings.

**2.
TERM**

This contract commences April 02, 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 fifty-two thousand three hundred and twenty dollars (\$52,320.00) and shall not exceed this amount without prior authorization from the County.

| | |
|--------------------------------|---------------|
| Electrical Design | \$29,220 |
| Cost Estimating | \$ 5,000 |
| Bidding | \$ 4,000 |
| Construction Administration | \$13,600 |
| Reimbursables | <u>\$ 500</u> |
| TOTAL NOT TO EXCEED AMOUNT | \$52,320 |

- 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 \$500. 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

EXHIBIT A

February 7, 2025

Mr. Joshua Palmer
Operations Manager
Tarrant County Facilities Management

RE: Green Bay Jail Lighting Upgrade

Dear Joshua,

We appreciate the opportunity to offer our proposal to provide the electrical design for the referenced project as we discussed by phone. The project consists of providing the design for lighting to replace the entirety of the existing lighting at the Green Bay Jail facility.

Our fee proposal makes the following assumptions:

- We understand that the entire project will be designed at one time; no phasing of design has been included.
- We understand that the lighting will be designed using LED lighting to meet the current published requirements of the Texas Commission on Jail Standards in addition to all applicable code and local requirements.
- Oncor rebate applications are excluded from our scope other than to specify the requirement on the contract documents for the awarded Contractor to perform the application and carry out the required site surveys.
- 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.
- Our proposal assumes no assessment or a need for modification of existing generator or standby power distribution systems.
- Included as part of our base proposal are two coordination meetings during the design of the project. We have not included regularly scheduled design review meetings with the Owner 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.
- 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 electrical design requirements.
 - Maximum of two submittal reviews per specification division section. The assumption is that a single manufacturer will be reviewed.
 - 10 business days to review each submittal.

- Twelve site visits 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.
- The following items are not included in our basic services:
 - Commissioning of the electrical Systems.

We propose to provide the 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 and site plan in AutoCAD format.

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

| | |
|-----------------------------|--------------|
| Electrical Design | \$29,220 |
| Cost Estimating | \$5,000 |
| Bidding | \$4,000 |
| Construction Administration | \$13,600 |
| Reimbursables | <u>\$500</u> |
| Total | \$52,320 |

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:

| | | | |
|----------------------------------|----------------|-------------------------|----------------|
| Eng. & Management – Principal/VP | \$ 300.00 /hr. | Designer - IV | \$ 205.00 /hr. |
| Eng. PE - IV | \$ 210.00 /hr. | Designer - III | \$ 140.00 /hr. |
| Eng. PE - III | \$ 180.00 /hr. | Designer - II | \$ 120.00 /hr. |
| Eng. PE - II | \$ 160.00 /hr. | Designer - I | \$ 100.00 /hr. |
| Eng. PE - I | \$ 140.00 /hr. | CAD / Drafting Services | \$ 70.00 /hr. |
| Eng. EIT - IV | \$ 130.00 /hr. | Clerical Services | \$ 70.00 /hr. |
| Eng. EIT - III | \$ 120.00 /hr. | | |
| Eng. EIT - II | \$ 110.00 /hr. | | |

Eng. EIT - I

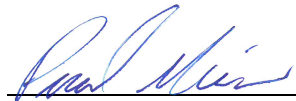
\$ 100.00 /hr.

BHB reviews hourly rates annually. The rates listed above are subject to change each year in the first quarter.

We will consider receipt of a P.O. number from the County 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.

Senior Associate | Electrical Engineer

CERTIFICATE OF INTERESTED PARTIES

EXHIBIT B

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:
2025-1263050

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 and 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.

GreenBay Jail Lighting Upgrade
Professional Engineering Services for Green Bay Jail Lighting Upgrade

| 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, Fort Worth, TX, 76116, 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 TX, on the 30 day of January, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144947

PAGE 1 OF 11

DATE: 4/2/2025

SUBJECT: **CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH BAIRD, HAMPTON & BAIRD FOR ENGINEERING SERVICES FOR THE GREEN BAY JAIL LIGHTING UPGRADE PROJECT**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a professional services contract with Baird, Hampton & Brown for engineering services for the Green Bay Jail Lighting Upgrade Project located at 2500 Urban Drive in Fort Worth.

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 project. 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 & 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 purpose of the Green Bay Jail Lighting Upgrade Project is to replace outdated lighting that includes wired cage fixtures with new LED lights. The existing fixtures have been in place since the '90's and are prone to damage. Due to the age of the fixtures, replacement parts are no longer available.

With approval of this contract, BHB will provide engineering services for this project. The scope of services shall include, but are not limited to the following:

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- Cost Estimating
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- Construction Administration

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

FISCAL IMPACT

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



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 144947 DATE: 4/2/2025 PAGE 2 OF 11

The fiscal impact is \$52,320. Funding is available in account 45100-2025 Non-Debt Capital/3110302000 Green Bay Jail/540000 Capital.

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 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 Green Bay Jail Lighting Upgrade Project, 2500 Urban Drive, 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 January 28, 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 We understand that the entire project will be designed at one time; no phasing of design has been included.
- 1.2 We understand that the lighting will be designed using LED lighting to meet the current published requirements of the Texas Commission on Jail Standards in addition to all applicable code and local requirements.
- 1.3 Oncor rebate applications are excluded from our scope other than to specify the requirement on the contract documents for the awarded Contractor to perform the application and carry out the required site surveys.
- 1.4 We understand that this project will not be LEED certified.
- 1.5 Our scope does not include sound system design, audio/visual system design, security system wiring, telephone system wiring design, nor data system wiring design.
- 1.6 Our proposal assumes no assessment or a need for modification of existing generator or standby power distribution systems.
- 1.7 Included as part of our base proposal are two coordination meetings during the design of the project. We have not included regularly scheduled design review meetings with the Owner as a part of our base fee.
- 1.8 We cannot be responsible for equipment delivery that affects construction schedules.
- 1.9 Our fee proposal is based upon producing the Contract Documents using AutoCAD.
- 1.10 Construction Administration:
 - a. Review and response to contractor’s request for information (RFIs) during bidding and construction.
 - b. Review of submittals and determine compliance of shop drawings for the items required by the construction documents related to the electrical design requirements.
 - i. Maximum of two submittal reviews per specification division section. The assumption is that a single manufacturer will be reviewed.
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- c. Twelve site visits during construction for the purpose of reviewing work completed.
 - i. A written field report of our observations shall be submitted for each visit.
 - ii. If additional trips are required, it will be considered additional services and billed at the hourly rates identified in the general conditions.
- 1.11 The following items are not included in our basic services:
- a. Energy Modeling, i.e. for IECC or ASHRAE compliance.
 - b. Commissioning of the electrical Systems.
 - c. Record drawings.

**2.
TERM**

This contract commences April 02, 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 fifty-two thousand three hundred and twenty dollars (\$52,320.00) and shall not exceed this amount without prior authorization from the County.

| | |
|--------------------------------|---------------|
| Electrical Design | \$29,220 |
| Cost Estimating | \$ 5,000 |
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| TOTAL NOT TO EXCEED AMOUNT | \$52,320 |

- 3.2 PROVIDER shall bill for the Services performed in accordance with this contract.
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- 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.
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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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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.

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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

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**10.
COMPLIANCE WITH LAWS.**

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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

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**

**PROVIDER:
BAIRD, HAMPTON & BROWN**

By: Separate Electronic Signature Page
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 FUNDS IN THE AMOUNT OF \$ 52,320.00

Kimberly M. Buchanan Date: 4-1-25
Auditor's Office

EXHIBIT A

February 7, 2025

Mr. Joshua Palmer
Operations Manager
Tarrant County Facilities Management

RE: Green Bay Jail Lighting Upgrade

Dear Joshua,

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Our fee proposal makes the following assumptions:

- We understand that the entire project will be designed at one time; no phasing of design has been included.
- We understand that the lighting will be designed using LED lighting to meet the current published requirements of the Texas Commission on Jail Standards in addition to all applicable code and local requirements.
- Oncor rebate applications are excluded from our scope other than to specify the requirement on the contract documents for the awarded Contractor to perform the application and carry out the required site surveys.
- 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.
- Our proposal assumes no assessment or a need for modification of existing generator or standby power distribution systems.
- Included as part of our base proposal are two coordination meetings during the design of the project. We have not included regularly scheduled design review meetings with the Owner 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.
- 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 electrical design requirements.
 - Maximum of two submittal reviews per specification division section. The assumption is that a single manufacturer will be reviewed.
 - 10 business days to review each submittal.

- Twelve site visits 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.
- The following items are not included in our basic services:
 - Commissioning of the electrical Systems.

We propose to provide the 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 and site plan in AutoCAD format.

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

| | |
|-----------------------------|-----------------|
| Electrical Design | \$29,220 |
| Cost Estimating | \$5,000 |
| Bidding | \$4,000 |
| Construction Administration | \$13,600 |
| Reimbursables | <u>\$500</u> |
| Total | \$52,320 |

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:

| | | | |
|----------------------------------|----------------|-------------------------|----------------|
| Eng. & Management – Principal/VP | \$ 300.00 /hr. | Designer - IV | \$ 205.00 /hr. |
| Eng. PE - IV | \$ 210.00 /hr. | Designer - III | \$ 140.00 /hr. |
| Eng. PE - III | \$ 180.00 /hr. | Designer - II | \$ 120.00 /hr. |
| Eng. PE - II | \$ 160.00 /hr. | Designer - I | \$ 100.00 /hr. |
| Eng. PE - I | \$ 140.00 /hr. | CAD / Drafting Services | \$ 70.00 /hr. |
| Eng. EIT - IV | \$ 130.00 /hr. | Clerical Services | \$ 70.00 /hr. |
| Eng. EIT - III | \$ 120.00 /hr. | | |
| Eng. EIT - II | \$ 110.00 /hr. | | |

Eng. EIT - I

\$ 100.00 /hr.

BHB reviews hourly rates annually. The rates listed above are subject to change each year in the first quarter.

We will consider receipt of a P.O. number from the County 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.
Senior Associate | Electrical Engineer

bhbinc.com

TBPELS Firm #44 | #10011300 | #10011302 | #10194146

CERTIFICATE OF INTERESTED PARTIES

EXHIBIT B

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. Baird, Hampton and Brown, Inc. Fort Worth, TX United States | Certificate Number: 2025-1263050 |
| 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 Filed: 01/30/2025 |
| 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.
 GreenBay Jail Lighting Upgrade
 Professional Engineering Services for Green Bay Jail Lighting Upgrade

| 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, Fort Worth, TX, 76116, 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 TX, on the 30 day of January, 2025.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

Consideration of a Professional Services Contract with Baird, Hampton & Baird for Engineering Services for the Green Bay Jail Lighting Upgrade Project

SIGNED AND EXECUTED this 2 day of April, 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
4/10/2025