



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 9

DATE: 1/14/2025

**SUBJECT: CONSIDERATION TO RESCIND COURT ORDER #144219 AND
CONSIDER A PROFESSIONAL SERVICES CONTRACT WITH AIR
BALANCING COMPANY FOR THE SECOND COURT OF APPEALS
BUILD-OUT ON THE SIXTH FLOOR OF THE TOM VANDERGRIFF
CIVIL COURTS BUILDING**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider rescinding Court Order #144219 and consider a Professional Services Contract with Air Balancing Company (ABC) for Testing, Adjusting, and Balancing (TAB) services for the Second Court of Appeals Build-Out on the sixth floor of the Tom Vandergriff Civil Courts Building (TVCCB).

BACKGROUND

On August 20, 2024, the Commissioners Court, through Court Order #143707, 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 authorized to utilize the selected firms for indefinite quantities of work, as outlined in the RFQ. Firms are issued Tarrant County purchase orders or required to sign contracts for individual projects based on the type and cost of work. Air Balancing Company (ABC) was one of the firms selected, having received one of the highest evaluated ratings from the evaluation committee for qualifications to meet the County’s needs.

On November 19, 2024, the Commissioners Court, through Court Order #144219, approved a professional services contract with ABC for Testing, Adjusting, and Balancing (TAB) services for the Second Court of Appeals Build-Out on the sixth floor of the Tom Vandergriff Civil Courts Building (TVCCB).

However, the Commissioners Court Communique used to approve Court Order #144219 contained a clerical error, citing RFQ No. 2019-225 instead of the correct RFQ No. 2022-198. While the contract itself remains unchanged, this agenda item seeks to rescind Court Order #144219 and present the professional services contract with ABC under the correct RFQ No. 2022-198 for consideration.

The contract has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$156,750.00 is available in account 45400-2025 Capital Improvement Fund/3110407000 Tom Vandergriff Civil Courts Building/540000 Capital Outlay.

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

CO#144219



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 8

DATE: 11/19/2024

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICE CONTRACT WITH AIR BALANCING COMPANY FOR TESTING, ADJUSTING, AND BALANCING SERVICES FOR THE SECOND COURT OF APPEALS BUILD-OUT ON THE SIXTH FLOOR OF THE TOM VANDERGRIF CIVIL COURTS BUILDING

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Professional Services Contract with Air Balancing Company (ABC) for Testing, Adjusting, and Balancing (TAB) services for the Second Court of Appeals Build-Out on the sixth floor of the Tom Vandergriff Civil Courts Building (TVCCB).

BACKGROUND

On April 28, 2020, the Commissioners Court, through Court Order# 132694, approved a request for qualification (RFQ 2019-225) for HVAC test, adjust, balance, and professional services for various Tarrant County projects granting approval for the Facilities Management Department and Purchasing Department 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. ABC 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 perform a design review and TAB services for 29,145 square feet on the sixth floor of the TVCCB. The scope of services shall include, but are not limited to the following:

- Pre Demo and Design Review
- TAB Services – Sixth Floor

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

FISCAL IMPACT

Funding in the amount of \$156,750.00 is available in account 45400-2025 Capital Improvement Fund /3110407000 Tom Vandergriff Civil Courts Building/540000 Capital Outlay.

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

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, adjusting, and balancing 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, adjusting, and balancing services (the “Services”) for 2nd Court of Appeals Build-Out project, 100 North Calhoun street, 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 testing, adjusting, and balancing services dated October 1, 2024 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 Pre Demo and Design Review
- 1.2 Testing and Balancing of the 6th Floor

**2.
TERM**

This contract commences November 19, 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 one hundred fifty-six thousand seven hundred and fifty dollars (\$156,750.00) and shall not exceed this amount without prior authorization from the County.

| | |
|--|------------------|
| Pre Demo and Design Review | \$ 48,750 |
| Testing and balancing of 6 th Floor | <u>\$108,000</u> |
| TOTAL NOT TO EXCEED AMOUNT | \$156,750 |

- 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.

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
4607 Forest Hill Circle
Fort Worth, TX 76140

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

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

**PROVIDER:
AIR BALANCING COMPANY**

Tim O'Hare
County Judge



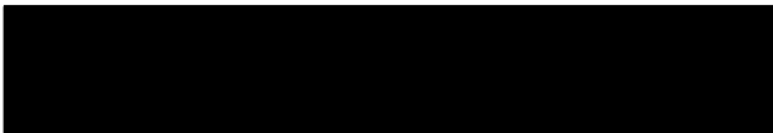
Authorized Signature

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 AVAILABLE FUNDS IN THE AMOUNT OF \$ 156,750.00 _____:



Auditor's Office

CL
11-15-24



AirBalancingCo

October 18, 2024

Submitted To: Tarrant County Facilities Management
Attention: Frank Lopez, Chad Raines, and Lorin Scarborough

Project: Tarrant County - Tom Vandergriff Civil Courts Building
2nd Court of Appeals Build-Out

We are pleased to submit the following proposal:

| | |
|--|---------------------|
| <u>1. Pre demo and design review</u> | <u>\$48,750.00</u> |
| <u>2. Testing and balancing of the 6th floor</u> | <u>\$108,000.00</u> |

Exclusions:

-Adjustments to the floors 1 thru 5 and associated existing HVAC equipment

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

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:
2024-1228294

Date Filed:
10/18/2024

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
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 Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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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.
(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 18th day of October, 2024.
(month) (year)



Signature of authorized agent or contracting business entity
(Declarant)

Consideration of a Professional Service Contract with Air Balancing Company for Testing, Adjusting, and Balancing Services for the Second Court of Appeals Build-Out on the Sixth Floor of the Tom Vandergriff Civil Courts Building

SIGNED AND EXECUTED this 22 day of 11, 2024.

**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
11/22/2024