

STATE OF TEXAS §
§
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and [insert name], hereinafter referred to as PROVIDER, for the purpose of providing professional [insert architectural, engineering, consulting, etc.] 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 will provide professional [insert architectural, engineering, consulting, etc.] services for [insert name or description of project, Address, City, State] as defined by County and mutually agreed to by PROVIDER. The Project Proposal dated [insert date] from PROVIDER is shown in Attachment A which together with [insert any General Conditions of Proposal, Fee Schedules, Terms and Conditions, etc.] dated [insert date] and this Professional Services Contract forms the contract between the parties.

The services to be provided by the PROVIDER shall include, but are not limited to, the following:

- 1.1 Include scope of services,
- 1.2 Include any reviews, written reports, etc., list more points if needed and be very specific.

**2.
TERM**

This contract will begin [insert start date] and conclude on or before [insert date].

**3.
COST**

For the services described in Article 1 Scope of Services, and as defined in PROVIDER'S proposal Attachment A, the PROVIDER'S compensation for these services shall be as follows:

EXAMPLE

Design Fee	\$55,015
Construction Administration	\$16,040
Reimbursable Expenses	<u>\$ 1,000</u>

TOTAL NOT TO EXCEED AMOUNT \$72,055

- 3.1 PROVIDER will bill for services performed in accordance with this contract;
- 3.2 PROVIDER will send all invoices to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 350, Fort Worth, Texas 76196;
- 3.3 PROVIDER'S invoice will detail the services provided; (address any additional rates/costs involving reports, materials, etc., and the number of such items, etc.)
- 3.4 PROVIDER'S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. Reimbursable expenses will not exceed [insert amount]. Expenses will be invoiced at (Actual cost) or (insert markup if applicable (example: 1.1 times actual cost)). All unused allowances will be returned to Tarrant County.
- 3.5 PROVIDER'S invoice may include travel expenses if transportation is required to fulfill contract obligations. Travel expense reimbursement will not exceed \$ _____ [OR travel must be preapproved by Facilities Management]. Any travel reimbursement must include receipts.

Reimbursement will be made at the following rates(s):

- 3.5.a. Meals: Breakfast \$8.00, Lunch \$10.00, Dinner \$22.00. Daily maximum \$40.00
 - 3.5.b. Airfare must be preapproved by Facilities Management and booked with a common carrier
 - 3.5.c. Mileage: [Current IRS Rate]
- 3.5. No travel expenses are included in this contract.

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

4. AGENCY-INDEPENDENT CONTRACT

Neither COUNTY or any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This agreement 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 amenities of employment by the other party.

PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY AND ALL CLAIMS, LAWSUITS, SETTLEMENTS, JUDGMENTS, COSTS, PENALTIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, WITH RESPECT TO PROVIDER'S PERFORMANCE UNDER THIS CONTRACT. IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS INDEMNIFICATION PROVISION BE CONSTRUED AS BROADLY AS POSSIBLE.

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

No person not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas 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. ENTIRE AGREEMENT

This contract represents the entire understanding of and between the parties and superseded 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 district courts of Tarrant County, Texas.

**9.
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:
David Phillips
Tarrant County Facilities Management
100 W. Weatherford, Suite 460B
Fort Worth, TX 76196

PROVIDER:
Contact Name
Company Name
Street
City, State, Zip

APPROVED on this day the _____ day of _____, 20____, by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

PROVIDER

B. Glen Whitley
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 \$ _____:

Auditor's Office