

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

## PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Bennett Partners hereinafter referred to as PROVIDER, for the purpose of providing professional architectural and engineering 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 architectural and engineering services (the “Services”) for the Gym Doors Replacement Project at the Tarrant County Corrections Center defined by COUNTY and mutually agreed to by PROVIDER. This Professional Services Contract (PSC), and with the Proposal for architectural and engineering dated December 20, 2023, from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, 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 Construction Documents Phase; in this phase of work, Bennett Partners will begin by meeting with Tarrant County Facilities Management (TCFM) and Tarrant County Sheriff’s Office to confirm the program and requirements. Bennett Partners will develop the door specifications and coordinate with the existing conditions in order to prepare the final construction documents. Bennett Partners expects to provide two informal review sets for review and comments.
- 1.2 Bidding/Negotiation Phase; based on the approved construction documents, our scope of work during this phase would include assisting in evaluating bids and pricing from contractors. We will be available to prepare and distribute addenda to address any questions that might arise during the bidding phase and to consider any contractor requests for substitutions. When bids are received, we will attend bid scoping review meetings and assist TCFM with bid evaluation and contractor selection for the project. This phase of work will comprise 30% of our overall fee.
- 1.3 Construction Contract Administration Phase; during the construction phase of the project, we would provide the following services:
  - a. Review and approve (or take other appropriate action upon) the construction manager’s submittals (shop drawings, product data and samples) and maintain the project file of submittals.
  - b. 3 site visits to become generally familiar with the progress and quality of the work completed, to determine that the work is generally proceeding in accordance with the construction documents and to inform the owner and construction manager of any unacceptable work.
  - c. Review and respond to construction manager’s requests for information.
  - d. Issue clarification drawings and other supplemental materials and interpretations to support the construction manager during the construction phase.
  - e. Review of project close-out documents for completeness.
- 1.4 Project Close-Out Phase – At the project completion, we would provide the following services:
  - a. Issue final punch lists and substantial completion documentation.
  - b. Review of project close-out documents for completeness.
  - c. Upon your request and prior to the one-year warranty expiration, we will meet with you and the construction manager to review the facility operations and performance.

**2.  
TERM**

This contract commences January 23, 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 eleven thousand and two hundred dollars (\$11,200.00) and shall not exceed this amount without prior authorization from the County.

Construction Documents	\$ 3,600.00
Permitting and Bid/Negotiation	\$ 3,000.00
Construction Administration	\$ 3,600.00
Reimbursable Expenses	\$ 1,000.00
 TOTAL NOT TO EXCEED AMOUNT	 \$11,200.00

- 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 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 \$1,000.00. 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:  
Michael J. Bennett AIA  
Bennett Partners  
640 Taylor Street, Suite 2323  
Fort Worth, Texas, 76102

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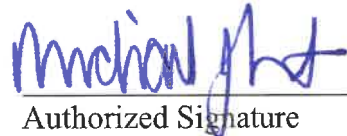
**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

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

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER  
BENNETT PARTNERS**

\_\_\_\_\_  
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 \$* \_\_\_\_\_.

\_\_\_\_\_  
Auditor's Office



**Michael J. Bennett AIA**  
Principal and Chief Executive Officer

20 December 2023

Michael Amador  
Director - Facilities Management  
Tarrant County Facilities Management  
100 W Weatherford Street  
Suite 460B  
Fort Worth, TX 76196  
817.884.1091  
MAAmador@tarrantcountytexas.gov

## **Tarrant County Corrections Center Gym Doors Replacement Specifications**

### **Proposal for Design Services**

Dear Mike,

Thank you for giving us the opportunity to submit this proposal for the Gym Door Replacement at the Tarrant County Corrections Center. We have enjoyed and appreciated working with you on past projects and look forward to continuing that relationship.

The following attachments include our fee proposal and scope of services. If we have misunderstood your requirements, or if you need us to make revisions or clarifications to our proposal, please let us know. If this agreement meets with your approval, please sign and return one executed copy to our office. Thank you for considering Bennett Partners for this work. We look forward to hearing from you.

Best regards,

A handwritten signature in blue ink, appearing to read "Michael J. Bennett", followed by a stylized flourish.

Michael J. Bennett, AIA  
Principal and CEO

# PROJECT DETAILS

## **Project Description**

The project consists of the replacing thirty two existing gym doors at the Tarrant County Corrections Center. We will provide specifications and door type elevations similar to the example sent to us on 14 December 2023. The intent is for the doors and hardware to be replaced in-kind so that existing electronic security and door frames can remain in place. Additionally, some in place door frame repair may be required.

## **Project Team**

Our firm will be leading a team of other design professionals to provide you with the construction documents needed for bidding, permitting, and construction. We understand that the team will be organized as follows:

- As our client and owner, you will review and approve our work and will provide direction to us regarding the project program, schedule and budget. You will also provide us information regarding your buildings, such as existing drawings or equipment specifications.
- As the design team lead, our firm will provide overall design oversight and coordination. We have not anticipated the need for other consultants at this stage, but we will work with you if we jointly decide other expertise is needed during the course of the project
- We understand that the contractor will be selected after documents are completed through a public bid, using the typical Tarrant County Purchasing process.

# SCOPE OF WORK

## **Scope of Services**

This proposal includes the services you will need for the completed design for the Door and Hardware Replacement Specifications. We have included construction documents within our scope.

The scope of services covered by this proposal includes:

- Architectural Design and Coordination

Our proposed scope of work will include the following:

## **Construction Documents Phase**

In this phase of work, we will begin by meeting with Tarrant County Facilities Management (TCFM) and Tarrant County Sheriff's Office to confirm the program and requirements. We will develop the door specifications and coordinate with the existing conditions in order to prepare the final construction documents. We would expect to provide two informal review sets for your review and comment.

## **Deliverables**

- Meet with TCFM and TCSO to review and confirm the program and intent of the door and lock replacement
- Meet with TCFM and TCSO to determine final scope of the project and determine coordination needs with other potential disciplines on the project
- Coordinate with TCFM and TCSO on the schedule and implementation timing for the project
- Review existing conditions and operational issues to confirm construction document directives
- Provide a detailed performance specifications for door and lock replacement
- Issue review set of construction documents for TCFM and TCSO review
- Incorporate comments by TCFM into final construction documents
- Issue required construction documents for construction

## **Meetings and presentations**

We have anticipated 3 coordination meetings for the course of the construction document phase with TCFM and the design team. We anticipate that we will need 5-7 weeks to complete the construction documents. This phase will comprise 35% of our overall fee



### **Bidding/Negotiation Phase**

Based on the approved construction documents, our scope of work during this phase would include assisting in evaluating bids and pricing from contractors. We will be available to prepare and distribute addenda to address any questions that might arise during the bidding phase and to consider any contractor requests for substitutions. When bids are received, we will attend bid scoping review meetings and assist TCFM with bid evaluation and contractor selection for the project. This phase of work will comprise 30% of our overall fee

### **Construction Contract Administration Phase**

During the construction phase of the project, we would provide the following services:

- Review and approve (or take other appropriate action upon) the construction manager's submittals (shop drawings, product data and samples) and maintain the project file of submittals
- 3 site visits to become generally familiar with the progress and quality of the work completed, to determine that the work is generally proceeding in accordance with the construction documents and to inform the owner and construction manager of any unacceptable work
- Review and respond to construction manager's requests for information
- Issue clarification drawings and other supplemental materials and interpretations to support the construction manager during the construction phase
- Review of project close-out documents for completeness

### **Meetings and Presentations**

For the basis of this proposal, we are anticipating 12-14 weeks of construction to complete the project, inclusive of thirty days after substantial completion to reach final completion. During the construction phase, Bennett Partners will attend 3 owner/architect/contractor (OAC) meetings on site. This phase will comprise 35% of our overall fee.

### **Project Close-Out Phase**

At the project completion, we would provide the following services:

- Issue final punch lists and substantial completion documentation
- Review of project close-out documents for completeness
- Upon your request and prior to the one year warranty expiration, we will meet with you and the construction manager to review the facility operations and performance

# FEE PROPOSAL

## Compensation and Payment

To perform the scope of work as outlined in this proposal, we propose the following lump sum fees:

**Tarrant County Corrections Center Gym Door and Hardware Replacement Specifications**  
\$ 10,200.00 (ten thousand and two hundred dollars)

### Fee Breakdown by Phase

Construction Documents	5-7 weeks	35 %	\$ 3,600.00
Permitting and Bidding/Negotiation	8-10 weeks	30 %	\$ 3,000.00
Construction Contract Administration	12-14 weeks	35 %	\$ 3,600.00

The fees outlined above exclude reimbursable expenses and the additional services outlined below. We estimate that reimbursable expenses will not exceed \$1,000.00 (two thousand dollars). We will invoice for our services on a monthly basis, based on a percentage complete per phase of the work.

## Agreement

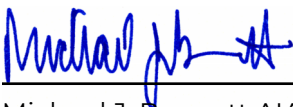
Bennett Partners is appointed under the terms of this Agreement, including:

- Project Details
- Scope of Work
- Fee Proposal
- Additional Fees and Expenses

which together comprise the Agreement between the client and Bennett Partners.

The client agrees to engage Bennett Partners subject to and in accordance with the terms of this Agreement and undertakes to carry out their duties in accordance therewith including payment of the fees and expenses as set out in above in this Agreement.

Bennett Partners agrees to perform the services described above in this Agreement and in accordance with the terms and conditions hereunder.



Michael J. Bennett AIA  
Principal and Chief Executive Officer  
Bennett Partners

Michael Amador  
Director of Facilities Management  
Tarrant County Facilities Management

# ADDITIONAL FEES AND EXPENSES

## **Additional Services**

The items listed below are not included in the services covered under this proposal; however, we would be pleased to submit a proposal for these items as an additional service upon your request.

- Specialty consultants not listed above, such as geotechnical consulting
- Design of specialty items such as water features, sculpture and other art pieces
- Wayfinding and graphics, except as required by governing authorities
- Quantity surveying or construction scheduling
- Furniture, fixtures and equipment (FF&E) selection or specification
- Three-dimensional renderings beyond those identified above
- Professionally-built models or material mock-ups
- Drawings or reports for approvals by statutory agencies other than those mentioned herein
- Field survey or other documentation of as-built/existing conditions
- Out-of-phase revisions to previously approved work
- Revisions to the project description, scope of services or schedule
- Additional meetings or presentations beyond those identified above
- Permit agency appeals or variance hearings beyond initial presentation
- Revised drawing packages as required for owner financing
- Revisions to existing zoning or re-platting
- Fast-track design services, or multiple construction document packages
- Conformed construction documents, as-designed record documents, or as-constructed record documents
- Additional construction contract administration time beyond the estimated construction schedule

## **Additional Services and Rates for Hourly Services**

Additional services shall be billed on an hourly basis, unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are attached to this fee proposal. These rates apply for the current calendar year and are subject to revision on January 1 when they may be revised to reflect changes in staff salaries over the preceding year.

## **Reimbursable Expenses**

All out-of-pocket expenses incurred on behalf of a client for items such as teleconferences, printing and graphics, postage and delivery, photography, scale models, fees paid to authorities having jurisdiction (including TAS plan review and site inspection fees) and outside consulting services will be billed at cost plus ten percent (10%). Reasonable backup will be available upon request but limited to items over \$150 each.

# 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.**

Bennett Partners Architecture Interiors Planning, Inc.  
Fort Worth, TX United States

Certificate Number:  
2024-1108642

Date Filed:  
01/04/2024

**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.**

Gym Door Replacement  
Tarrant County Corrections Center Gym Doors Replacement Project

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.**



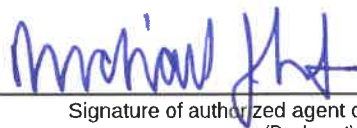
**6 UNSWORN DECLARATION**

My name is Michael J. Bennett, and my date of birth is 9 June 1956

My address is 2429 Rogers Ave., Fort Worth TX, 76109 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 4 day of Jan, 2024  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)