

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 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 architectural and engineering services (the “Services”) for the Plaza Parking Garage Expansion Project, 601 W. Weatherford, 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 architectural and engineering dated August 22, 2022 from PROVIDER, shown in Exhibit “A” and the Compliance with State Law & Federal Law, Regulations and Executive Orders Addendum (“Addendum”) attached as “Exhibit B” form the contract between the parties. This PSC takes precedence over any conflicting language in the Proposal.

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 Schematic Design Phase

- a. Based upon the program requirements, we will develop the schematic design and site plan for your review, comment, and approval. The design will then be further developed, consolidating any comments you might have into a final schematic design package for review by Tarrant County. The final deliverables will show the overall design intent and standard details. We will also use this package to develop a schematic pricing estimate to help us more accurately meet your construction budget requirements.
 - i. Deliverables
 1. Review of proposed program requirements
 2. Schematic site plan
 3. Schematic floor plans
 4. Schematic building elevations
 5. Schematic civil descriptions in narrative form
 6. Schematic structural descriptions in narrative form
 7. Schematic mechanical, electrical, plumbing and fire protection descriptions in narrative form
 8. Preliminary exterior material selections
 9. Three-dimensional conceptual renderings of 2-3 exterior views
 10. Update of opinion of probable cost for implementation
 11. Application, submission, and presentation to the Downtown Design Review Board for design approval
 - ii. Meetings and Presentations
 1. We have anticipated 2 site visits and 4 coordination meetings with TCFM and other county departments to review the design. We will also be available for questions and feedback.

1.2 Design Development Phase

- a. Based upon the approved schematic design, we would proceed with the design development

phase. This phase will consist of refinement to the approved schematic design, further defining the size, character, shape, profiles, material, colors, overall dimensions, finishes and amenities as to architectural and structural systems. Typical exterior details will also be developed to assist in coordination with consultants.

- b. We would expect to provide informal review sets to you at 50% and 100% stages of completion of work for your review and comment. We have accounted for a 2-week owner review period at each milestone in our schedule.

- i. Deliverables

- 1. Architectural site plan
 - 2. Floor, roof, and ceiling plans
 - 3. Enlarged plans
 - 4. Building elevations
 - 5. Wall sections
 - 6. Preliminary typical construction details
 - 7. Preliminary exterior material selections
 - 8. Preliminary civil drawings
 - 9. Preliminary traffic drawings
 - 10. Preliminary parking control specifications
 - 11. Preliminary landscape drawings
 - 12. Preliminary structural drawings
 - 13. Preliminary MEP/FP drawings
 - 14. Further coordination and integration of the work of the engineers and other consultants
 - 15. Preliminary specifications for building materials and systems to establish their general quality levels
 - 16. Preliminary accessibility and life safety code review
 - 17. Update of opinion of probable cost for implementation

- ii. Meetings and Presentations

- 1. We anticipate meeting with you 4 times to review our progress and to coordinate our drawings with you.

1.3 Construction Documents

- a. Based on the approved design development documents, we will further develop and supplement the design development drawings to coordinate the work of the consultants and to prepare the final construction documents and permit submittals.

- b. We expect to provide informal review sets to you at 75%, 95%, and 100% stages of completion of work for your review and comment. We have accounted for a 2-week owner review period at each milestone in our schedule.

- i. Deliverables

- 1. Final site plans
 - 2. Final floor, roof, and ceiling plans
 - 3. Enlarged plan details of critical areas
 - 4. Final building elevations
 - 5. Final wall sections
 - 6. Construction details
 - 7. Final selections of all materials
 - 8. Final civil plans and details
 - 9. Final traffic plans and details
 - 10. Final parking control specifications
 - 11. Final landscape plans and details
 - 12. Final structural plans and details
 - 13. Final MEP/FP plans and details

14. Further coordination and integration of the work of the engineers and other consultants
15. Final specifications for building materials and systems to define their quality levels in detail
16. Quality control and coordination review of the documents
17. Accessibility and life safety code review
18. Building permit set and Texas Accessibility Standards (TAS) plan review set and coordination of their submission to authorities having jurisdiction
19. Final update of opinion of probable cost for implementation
- ii. Meetings and Presentations
 1. We have anticipated 8 coordination meetings for the course of the construction document phase with the construction manager and design team.

1.4 Permitting and Bidding/Negotiation

- a. Based on the approved construction documents, our scope of work during this phase would include assisting in evaluating bids and pricing from subcontractors. We will attend one pre-bid meeting. 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 one bid scoping review meeting and assist TCFM with bid evaluation and contractor selection for the project. We will also attend one pre-construction meeting prior to contractor Notice to Proceed. Additionally, we will submit the final construction documents to the city for permitting, coordinating any plan review comments, while the selected contractor will pay all applicable permitting fees.

1.5 Construction Contract Administration

- a. During the construction phase of the project, we would provide the following services:
 - i. Review and certify of construction manager's payment application
 - ii. 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
 - iii. Weekly 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
 - iv. Review and respond to construction manager's requests for information
 - v. Issue clarification drawings and other supplemental materials and interpretations to support the construction manager during the construction phase
- b. Meetings and Presentations
 - i. For the basis of this proposal, we are anticipating 10 months 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 weekly owner/architect/contractor (OAC) meetings on site.

1.6 Project Close-Out

- a. At the project completion, we would provide the following services:
 - i. Issue final punch lists and substantial completion documentation
 - ii. Review of project close-out documents for completeness
 - iii. Preparation of as-designed record documents or as-constructed record documents based on contractor mark-ups; delivered in CAD and PDF format
 - iv. 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 October 11, 2022 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 five hundred, sixty-nine thousand and five hundred dollars (\$569,500.00) and shall not exceed this amount without prior authorization from the County.

Schematic Design	\$ 83,925
Design Development	\$111,900
Construction Documents	\$223,800
Permitting and Bidding/Negotiation	\$ 27,975
Construction Contract Administration	\$106,305
Project Closeout	\$ 5,595
Reimbursable Expenses	<u>\$ 10,000</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$569,500

- 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 \$10,000.00. Expenses will be invoiced at Actual cost. 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 C 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. 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.

11. 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
Bennett Partners
640 Taylor Street, Suite 2323
Fort Worth, TX 76102

APPROVED on this day the _____ day of _____, 2022, by Tarrant County.

Commissioners Court Order No. _____

**TARRANT COUNTY
STATE OF TEXAS**

B. Glen Whitley
County Judge

**BENNETT PARTNERS
PROVIDER**


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

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:
2022-913586

Date Filed:
07/22/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bennett Benner Partners
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.

2022 Architectural Services
Architectural Assessment and Drawings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bennett, Michael j	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Melissa M. Mitchell, and my date of birth is 12.25.1965.

My address is 2429 Rogers Ave (street), Fort Worth (city), TX (state), 76109 (zip code), us (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 22 day of July, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)