

# RFP 2023-041 Annual Contract for Project Management for Construction Services

## FINAL Scores after Best and Final Offer (BAFO) Primary Award Secondary Award

Evaluation Criteria	Max. Points	Broaddus & Associates Fort Worth, TX HUB - Yes	The Projects Group Fort Worth, TX HUB - No
Project Management Firm Background and Experience	40	30.67	28.00
Management Plan or Methodology and Approach	20	13.47	12.67
References for Similar Work Completed within the last Five (5) Years	10	8.00	6.67
Pricing Factors	30	30.00	19.34
Total Score	100	82.14	66.68

Notes: LBL Architects Inc. did not respond to BAFO. SLS Consultants, Parkhill & CSRS, LLC submitted a "no bid"

# **RFP 2023-041 Annual Contract for Project Management for Construction Services**

## **Original Scores**

Evaluation Criteria	Max. Points	LBL Architects, Inc. Arlington, TX HUB - No	Broadbuss & Associates Fort Worth, TX HUB - Yes	The Projects Group Fort Worth, TX HUB - No
Project Management Firm Background and Experience	40	26.67	30.67	28.00
Management Plan or Methodology and Approach	20	12.00	13.47	12.67
References for Similar Work Completed within the last Five (5) Years	10	6.67	8.00	6.67
Pricing Factors	30	30.00	12.70	12.43
Total Score	100	75.34	64.84	59.77

Notes: SLS Consultants, Parkhill & CSRS, LLC submitted a "no bid"

## AGREEMENT

Between

COUNTY AND CONSULTANT

For

CONSTRUCTION PROJECT MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of the 1st of March, 2023, by and between the COUNTY OF TARRANT, a political and legal subdivision of the State of Texas (hereinafter referred to as "COUNTY"), and Broaddus & Associates with offices located at 916 Bryan Avenue, Suite 104, Fort Worth, Texas 76104 (hereinafter referred to as the "CONSULTANT").

## W I T N E S S E T H

WHEREAS, the COUNTY having reviewed the qualifications and proposal of the CONSULTANT, desires to enter into an Agreement with the CONSULTANT for professional project management services in connection with construction of the PROJECT, the scope of which is more fully described in Section I below; and

WHEREAS, CONSULTANT has agreed to provide such professional project management services as described in the Request for Proposals (RFP) 2023-041 and its CONSULTANT'S proposal dated January 23, 2023 for the compensation provided herein.

WHEREAS COUNTY intends to enter into an Agreement with CONSULTANT for Construction Project Management Services for Tarrant County Capital Improvement Program for 2022 American Rescue Plan Act (ARPA) Improvement Program (herein "PROJECT").

COUNTY and CONSULTANT, in consideration of their mutual considerations as set forth herein, agree as follows:

### I. PROJECT DEFINED

The PROJECT consists of the subsequent projects being proposed in the infrastructure improvement program located at the following sites in Tarrant County:

1. Plaza Building - TCFM/Transportation 3rd Floor Finish out.
2. Tim Curry Criminal Justice Center - Installation of Four (4) New Elevators I.
3. Mental Health Jail Diversion Center - Phase II Build out.
4. 350 W. Belknap Building - 3rd and 4th Floor Renovation.
5. Tim Curry Criminal Justice Center - Magistrate Courtroom Renovation.
6. Resource Connection - TCSO Recruit Training Academy Restroom Remodel.
7. Administration Building - Tax Office Renovation.
8. Public Health – Building Renovation.
9. Resource Connection - Sanitary Sewer System Replacement.
10. Resource Connection - RTU Replacement.
11. Corrections Center - Replacement of the Building Automation Controls System.

12. Corrections Center - Replacement of the Air Handling Units & Exhaust/Purge Fans.
  13. Green Bay Jail - Replacement of Roof Top Units.
  14. Lon Evans Corrections Center - Replacement of Four (4) New ERU Energy Wheels (Energy Recovery Units).
  15. Administration Building - Replacement of the Air Handling Units.
- The general scope for each project is included in Exhibit "A".

## **II. DEFINITIONS**

- A. Capital Improvement Program for 2022 American Rescue Plan Act (ARPA) Improvement Program.
  - COUNTY will develop an integrated management team to oversee the program. CONSULTANT to supply individuals and resources as necessary to staff key position within the COUNTY's management organization and to supply resources as necessary to effectively manage the capital program. CONSULTANT shall be responsible for managing one (1) or more construction projects over an undefined period that may exceed four (4) years. COUNTY reserves the right to add, delete or modify projects during the term of this Agreement.
- B. Indefinite Delivery/Indefinite Quantities (IDIQ)
  - Tarrant County Facilities Management is responsible for the real property improvements of COUNTY facilities. From time to time, the department may require project management services to supplement existing project management staff. Projects can range from \$5,000 to \$20 million. Project scope can range from existing building renovations to construction of new building.

## **III. SCOPE OF SERVICES:**

### **A. Designated Project Manager**

1. CONSULTANT is to provide a Designated Project Manager who shall be the Designated Project Manager for the Project from conception through completion. The Designated Project Manager, and not subordinate staff, shall at all times be directly responsible for the management of the PROJECT. The Designated Project Manager shall be responsible for attending and chairing meetings of the applicable PROJECT team for the duration of the PROJECT. The scope of services includes managing all activities necessary to meet PROJECT goals, including but not limited to: identifying and prioritizing the needs of COUNTY, users and other stakeholders; ensuring that efficiencies are maximized in all aspects; ensuring that all alternatives are considered, including those not currently under consideration and ultimately overseeing the implementation process, all while maintaining schedule, scope and budgets. As well, the scope includes extensive communication responsibilities to keep all stakeholders informed of the PROJECT's progress.
2. The Designated Project Manager should have a minimum of ten years recent experience working in the construction industry and a minimum of five years recent experience managing the construction of buildings of similar size and scope as these projects. The Designated Project Manager must be able to work effectively in a very collaborative environment. With a focus on quality customer service, the Designated Project Manager must be able to work with various committees and an



extensive list of stakeholders to achieve expected outcomes through a team approach. Exceptional communication, interpersonal and organizational skills and computer literacy are requirements of this position. The ability to read and interpret blueprints, detailed drawings and specifications, soils reports, and topographical surveys is paramount. Thorough knowledge of the building code, construction contracts, drawings and specifications and other related documents is a must. Knowledge of proper construction procedures is also required. A working knowledge of scheduling software and AutoCAD is required.

3. The CONSULTANT may not replace the Designated Project Manager without the written approval of COUNTY. COUNTY shall have the right to review the resumes of CONSULTANT's proposed replacements to determine whether the proposed replacement meets these qualifications prior to the replacement. Prior to hiring COUNTY may on request interview the proposed replacement.

**B. Designated Project Coordinator**

1. CONSULTANT is to provide a Designated Project Coordinator who should have a minimum of seven (7) years recent experience working in the construction industry. The Designated Project Coordinator must be able to work effectively in a very collaborative environment, with a focus on quality customer service. The Designated Project Coordinator must be able to work with various committees and an extensive list of stakeholders to achieve outcomes through a team approach. Exceptional communication, interpersonal and organizational skills and computer literacy are requirements of this position. The Designated Project Coordinator will handle administrative tasks for the Project Manager and Team Members to keep the project running smoothly. This may include ordering equipment and supplies, managing deadlines and workflow, and scheduling meetings and appointments.

**C. General Services**

1. The Designated Project Manager will work under the direction of Tarrant County Facilities Management and is expected throughout all phases to:
  - a. Plan, manage, coordinate, and control all aspects of the applicable PROJECT.
  - b. Direct and coordinate the efforts of the applicable PROJECT Team to achieve the objectives of the PROJECT and to meet COUNTY requirements.
  - c. Work closely with the COUNTY to foster a team environment among all members of the applicable PROJECT Team.
  - d. Have the ability to work independently, guided only through broad direction.
  - e. Have the ability to communicate at all levels, exercising discretion and diplomacy.
  - f. Become familiar with and adhere to all related COUNTY policies.
  - g. Determine PROJECT related applicable regulations, codes, bylaws, etc., and where necessary, work with the authorities having jurisdiction.
  - h. Identify key decisions and facilitate approvals including bringing the necessary people to the table to get decisions made.
  - i. Clearly establish the responsibilities of all parties and provide overall coordination and implement controls to ensure the PROJECT is completed efficiently.

- j. Establish, monitor, and control a program of progressive reviews including, scope, cost, schedule, and risk.
- k. Identify and assess scope, schedule and budget changes and make recommendations to bring the PROJECT into compliance with PROJECT goals and objectives.
- l. Identify and advise COUNTY of any potential obstacles or issues that need special attention during the PROJECT. Assess options, recommend the preferred approach, and implement as required.
- m. Regularly assess the status of the work, establish, and administer quality assurance and control programs.
- n. Ensure all reports and submissions are identified and included in the PROJECT schedule of deliverables.
- o. Implement PROJECT data control and retrieval systems (files: digital and hardcopy) to fully track the evolution of decisions, ensure appropriate approvals are obtained and preserved, and be able to provide copies of documents within 24 hours of receiving a request. Ensure all activities, especially decisions and financial commitments, are documented, tracked and retrievable on request.
- p. Maintain proper PROJECT records in a format acceptable to COUNTY and turn over PROJECT documents at the completion of the PROJECT, and at such other times as COUNTY may require.
- q. Provide monitoring services to ensure all PROJECT contractors and subcontractors comply with federal and state regulations, including but not limited to Davis-Bacon and Related Acts.

**D. Communications and PROJECT Status Reports**

- 1. Through all phases, the CONSULTANT will be responsible to maintain an open communication process and will develop such a strategy to keep all interested parties informed as to ongoing progress. This program will include, but not be limited to:
  - a. Development of a PROJECT Charter and PROJECT Plan.
  - b. Identification of all stakeholders, both internal to the COUNTY and external to the COUNTY.
  - c. Develop and implement a comprehensive communications strategy throughout the PROJECT to keep all interested parties informed of PROJECT progress. Communication methods will include both hard copy (print materials) and digital communications (use of websites).
  - d. Develop a means by which stakeholders can be promptly advised as to the status of their requests under such identifiers as - accepted, accepted with changes, rejected, deferred, etc. In addition, stakeholders are to be promptly advised of any potential or actual changes to decisions previously made where the stakeholders participated in the discussions, or where the stakeholders are affected by the decision to make a change.
  - e. Identify information distribution protocols including meetings, hard document distribution, shared access networks and electronic databases, fax, email, voice mail, etc.
  - f. Prepare monthly PROJECT management reports and executive summaries (due on the 15<sup>th</sup> of each month) covering:
    - 1) Budgets by activity/Agreement showing to date and expected.
    - 2) Committed and anticipated costs.
    - 3) Scheduled and actual progress of the work.



- 4) Bidding and contractual issues.
- 5) Construction status.
- 6) Scope changes and scope status.
- 7) Issues and risks.
- 8) One month look-ahead.
- 9) Three-month look-ahead.
- g. Maintain close communications with COUNTY person to whom the Designated Project Manager reports through regular (weekly or more frequently) meetings and as reasonably necessary.

**E. Project Scope and Control Requirements**

- 1. Through all phases, the CONSULTANT will be responsible to:
  - a. Review all existing documentation and implement a process to better define the PROJECT scope.
  - b. Develop a strategy and plan to control the PROJECT scope.
  - c. Define the responsibilities of all parties and ensure that all required work has been included in the PROJECT plan.
  - d. Implement controls and systems to verify compliance with the PROJECT plan.
  - e. Identify, monitor and assess all PROJECT scope changes and implement change control systems
  - f. Ensure that the various elements of the PROJECT are properly coordinated and consistent.
  - g. Identify and meet Tarrant County Facilities Management Standards and Guidelines.
  - h. Arrange for analysis of alternatives and/or the selected and developed design to be assessed by COUNTY for compliance with COUNTY Space Standards.
  - i. Arrange for review and approval of users' space requests by Tarrant County.

**F. Organization of the Project**

- 1. Through all phases, the CONSULTANT will be responsible for organization of the PROJECT. The CONSULTANT shall identify all required participants and identify roles and responsibilities, including:
  - a. Identify all team members required and schedule procurement of all services or personnel to ensure that the composition of the team is appropriate at each stage of the PROJECT.
  - b. Prepare overall PROJECT organization chart identifying all key parties, stakeholders, reporting hierarchies, roles and responsibilities.
  - c. Establish responsibility for decision making.
  - d. Ensure that the proper decision-making structures are implemented to ensure the proper progress and control of the PROJECT.

**G. Design & Agreement Document Control**

- 1. Through all phases, the CONSULTANT will be responsible to prepare and monitor the design and Agreement document process, including:
  - a. Attend all design meetings, monitor and control the design process.
  - b. Implement change control procedures and advise Tarrant County regarding proposed changes to the CONSULTANT's scope of work.

- c. Monitor the development of the design and advise COUNTY regarding cost and quality impact of alternative design solutions.
- d. Consult with all stakeholders to identify all costs that must be captured in PROJECT budgets, including but not limited to base construction costs, fees, contingencies (design and pricing, construction, inflation, implementation and other), new maintenance and operating equipment, new furniture, permits, costs of other services.
- e. Manage the design process in conformity with the agreed PROJECT plan.
- f. Identify items that require early procurement.
- g. Develop, implement, and manage a process to minimize changes through ARCHITECT oversight and/or COUNTY requests.

**H. Schedule Control**

- 1. Through all phases, the CONSULTANT will be responsible to prepare and monitor the PROJECT schedule including:
  - a. Preparation of a comprehensive and detailed master PROJECT schedule using a PROJECT management software to include the work of architects, engineers and other consultants, the construction manager, COUNTY staff and any others involved in the PROJECT.
  - b. Clear identification of tasks, linkages and responsibilities.
  - c. Making note of all key milestones, such as PROJECT deliverables including design submissions, approvals, procurement and delivery of all materials and equipment, construction, commissioning, turn over and occupancy.
  - d. Monitoring and updating of the PROJECT schedule on a monthly basis, both roll-up and detailed schedules, to reflect actual progress of the work versus the approved baseline.
  - e. Identify issues and risks related to the PROJECT schedule, recommend and implement corrective measures
  - f. Prepare monthly status reports identifying work that has been completed, variances in the work completed, corrective actions to be implemented a one (1) month look-ahead and a three (3) month look-ahead noting key activities to be achieved.

**I. Risk Management**

- 1. Through all phases, the CONSULTANT will prepare and be responsible for the risk management aspects of the PROJECT, such as:
  - a. Develop a PROJECT risk plan, identify and quantify potential PROJECT risks.
  - b. Develop risk avoidance and/or mitigation strategies for all identified risks.
  - c. Monitor risks, implement response controls and identify residual risk.

**J. Financial Management & Cost Control**

- 1. Through all phases, the CONSULTANT will be responsible to prepare, monitor and control all PROJECT expenditures including:
  - a. Deliver the PROJECT within the agreed budget.
  - b. Coordination of the value engineering exercises.
  - c. Working with COUNTY systems and personnel, determine appropriate reporting and controlling expenditures.



- d. Prepare projected monthly cash flows (tracking budgeted versus actual), monitor and report actual expenditures versus forecasts and submit monthly PROJECT reports, including:
  - 1) Client expenditures.
  - 2) Change orders & potential change orders.
  - 3) Highlight variances.
  - 4) Cash flows to date and forecast of future cash flows including expenditures.
- e. Monitor, control and document all changes in line item allocations, cost, change orders and potential change orders during construction including:
  - 1) Approved costs to date.
  - 2) Forecast estimates for contractor quotation not yet resolved.
  - 3) Prepare an "Uncommitted Costs Forecast."
  - 4) Review and analyze contractor quotations, negotiate for the best value.
  - 5) Track reasons for additional expenditures by approved categories.
- f. Review and approve monthly progress billings of contractors and consultants.
- g. The CONSULTANT shall sign all invoices the CONSULTANT approves for payment, and track payments using protocols approved by COUNTY.
- h. COUNTY will sign/countersign all documents in accordance with COUNTY protocols where the documents bind COUNTY or commit funds, such as contracts, change orders, change directives, etc. or where the payment of funds is concerned. Such signature shall not relieve or reduce the CONSULTANT's responsibility for ensuring all such documents are accurate, complete and properly financially coded, filed and tracked.
- i. COUNTY shall have the final authority to accept or reject any process implemented or direct the final decision on any issues with the CONSULTANT

**K. Quality Control**

- 1. Through all phases, the CONSULTANT will be responsible to prepare and monitor the PROJECT schedule including:
  - a. Develop the overall PROJECT quality plan and ensure that team members comply with the plan.
  - b. Implement peer review or other quality control techniques as appropriate to the phase of the PROJECT.
  - c. Review all CONSULTANT, contractor and vendor quality programs for compliance to the PROJECT quality plan.

**IV. INSURANCE**

During the period of this Agreement, CONSULTANT shall maintain, at its expense, insurance with limits no less than those prescribed below:

- 1) Workers' Compensation/Employer's Liability
  - a. Worker's Compensation                      Statutory
  - b. Employer's Liability                              \$500,000.00
- 2) Commercial General Liability
  - a. Bodily Injury/Personal Injury/Property Damage
    - Per Occurrence                              \$1,000,000.00
    - Aggregate                                      \$2,000,000.00

- 3) Auto Liability
  - a. Combined Single Limit (CSL)
 

- Per Occurrence	\$500,000.00
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- 4) Professional Liability Insurance
 

- Per Occurrence	\$1,000,000.00
- Minimum Aggregate	\$2,000,000.00

COUNTY reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the COUNTY based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONSULTANT.

With respect to the required insurance provisions, CONSULTANT shall:

- a) Provide COUNTY in duplicate with all certificates of insurance to the Tarrant County Purchasing Agent and the Budget and Risk Management Department prior to work commencing.
- b) Provide COUNTY with an unconditional thirty (30) day written notice in case of cancellation or any major change.
- c) Name Tarrant County and its officers, employees, and elected representative as an additional insured.
- d) Reference the PROJECT name and proposal number for which the insurance is being supplied on all certificates.
- e) Waive subrogation against COUNTY, its officers, employees, and elected representative for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

I.

During the period of this Agreement, CONSULTANT is responsible for making sure any subcontractor(s) performing work under this Agreement has the required insurance coverage(s) and supplies COUNTY with the proper documents verifying coverage.

#### **V. COUNTY's Responsibilities**

- A. In addition to other responsibilities of COUNTY as set forth in this Agreement, COUNTY shall:
  1. Provide CONSULTANT with information as to COUNTY's requirements for the PROJECT, including design objectives and constraints, space, capability, and performance requirements, security needs, flexibility, and expandability, and budgetary limitations.
  2. Furnish copies of COUNTY's standard forms, conditions, and related documents for inclusion in the PROJECT, when applicable.
  3. Furnish CONSULTANT any other available information pertinent to the PROJECT, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.
  4. COUNTY will furnish the necessary office space and tools for the Designated Project Manager and Project Coordinator.
  - 5.

**VI. Times for Rendering Services**

- A. CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the PROJECT through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, CONSULTANT's obligations to render services hereunder will be for a period which may reasonably be required for the completion of said services.

**VII. Payments To CONSULTANT**

A. For Basic Services

The total compensation for Project Management Services shall not exceed One Million, Two hundred Eighty-Eight Thousand, Three Hundred Ninety-Three Dollars (\$1,288,392.00) The term of this Agreement is Twenty-Four (24) Months, with two (2) options for renewal periods of twelve (12) months each.

CONSULTANT will be paid monthly not to exceed:

1	Designated Project Manager	\$26,924.00 per month
2	Designated Project Coordinator	\$12,371.00 per month
3	Indefinite Delivery/Indefinite Quantity (IDIQ) Project Manager (as needed)	\$14,388.00 per month

- B. Reimbursable Expenses. Reimbursable expenses are to be discussed with the COUNTY and approved in advance by the COUNTY. Travel costs by CONSULTANT to and from home office related to this PROJECT are included in the monthly fee. Mobile phone costs for the Designated Project Manager are included in the monthly fee. All CONSULTANT overhead and profit, including, but not limited to home office costs, telephone service, Internet service, computer and software costs, office rentals, legal fees, office equipment, etc., are included in the monthly fee.

C. Other Provisions Concerning Payments

- i. Preparation of Invoices. Invoices will be prepared in form mutually agreeable to COUNTY and CONSULTANT and calculated on the basis set forth herein and submitted to COUNTY once per month.
- i. Payment of Invoices. Invoices are due and payable in accordance with the requirements of Texas Govt. Code Chapter 2252, "The Texas Prompt Payment Act."
- i. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- i. Payment Upon Termination. In the event of any termination under this Agreement, CONSULTANT will be entitled to invoice COUNTY and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination

**VIII. General Conditions**

A. Termination

The obligation to provide further services under this Agreement may be terminated:



1. For Cause

- a) By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof, or as such period may be mutually extended.
- b) By the CONSULTANT:  
Upon ten (10) days written notice if the CONSULTANT's services for the PROJECT are delayed or suspended for more than ninety (90) days for reasons beyond CONSULTANT's control.

2. For Convenience, by COUNTY effective upon the receipt of notice by CONSULTANT.

B. Choice of Law

This Agreement shall be governed by the law of the State of Texas.

C. Venue

The courts located in Fort Worth, TX shall be the exclusion forum for any litigation arising from or incident to this agreement.

D. Dispute Resolution

- 1. COUNTY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law.

E. **Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, COUNTY's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's sub-CONSULTANTS in the performance and furnishing of CONSULTANT's services under this Agreement.**

F. Notices.

All notices to the COUNTY by CONSULTANT shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to County: Tarrant County Commissioners Court  
100 East Weatherford Street  
Fort Worth, Texas 76196

with copies to           G.K. Maenius, County Administrator  
Tarrant County Administration Building  
100 East Weatherford Street  
Fort Worth, Texas 76196.

and,                       Director of Facilities Management  
Tarrant County 1895 Courthouse  
100 West Weatherford Street  
Fort Worth, Texas 76196

If to Consultant:       James A. Broaddus, President  
Broaddus and Associates, Inc.  
916 Bryan Avenue, Suite 104  
Fort Worth, Texas 76104

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial courier service. All notices shall be effective upon the date of receipt.

F.       Survival and Severability

1.       All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.
2.       Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G.       **Compliance with Laws.** In providing the services required by this Agreement, CONSULTANT 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. CONSULTANT shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

H.       **Entire Agreement** This Agreement, Tarrant County RFP 2023-041, and CONSULTANTS's response and clarifications to RFP 2023-041, including all attachments hereto, reflects the complete understanding between the Parties regarding the subject matter hereof and constitutes their entire agreement. The terms and conditions in Tarrant County RFP 2023-041 and the Consultant's response and clarifications to RFP 2023-041 shall take precedence over any conflicting terms contained in any attachment or agreement related to this Agreement.

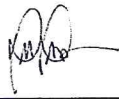
IN WITNESS WHEREOF, the COUNTY OF TARRANT has caused this Agreement to be signed in duplicate with its corporate name by its County Judge, duly authorized to execute the same in its behalf by Commissioners Court. Order approved by the Court on this \_\_\_\_ of \_\_\_\_\_, 2023, attested by the County Clerk.

COUNTY  
State of Texas  
County of Tarrant

CONSULTANT

Broaddus and Associates, Inc.

BY: \_\_\_\_\_  
Tim O'Hare, County Judge

BY:  \_\_\_\_\_  
Mark Leemaster

APPROVED AS TO FORM\*:

BY: Kimberly Collier Wesley  
Assistant Criminal District Attorney

\*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 review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS  
in the amount of \$1,288, 392.00

BY: \_\_\_\_\_  
S. Renee Tidwell, County Auditor



**RFP NO. 2023-041  
EXHIBIT "A"**

NO.	PROJECT	DESCRIPTION	BUDGET	BACKGROUND	SCHEDULE
1	Plaza Building	TCFM/Transportation 3rd Floor Renovation and Finish-out.	\$1,975,710.00	This 17,350 sq. ft. interior renovation and finish out will allow for departments to better social distance through having additional office space.	Design: 95% Bidding: Nov22-Feb23 Construction: March23-Oct23
2	Tim Curry Criminal Justice Center	Buildout and Installation of an Elevator Tower and four (4) new elevators	\$14,600,000.00	This renovation will allow TCCJC to efficiently conduct everyday business activities during court preceding's involving various departments, and to address the social distancing issues caused by the COVID-19 pandemic. The tower addition will have a footprint of approximately 400 sq. ft. and will include three (3) 3,500 lb. passenger elevators and one (1) 4,500 lb. passenger elevator.	Design: currently 50% SDs, 100%CDs expected in April 2023 Bidding: July23-Oct23 Construction: Nov23-Dec24
3	Mental Health Jail Diversion Center	Phase II Build-out	\$679,613.00	The renovation of the existing two-story building (22,622sf) and construction of a two (2) car parking garage (1,400sf) enclosure to provide for the secure, and discrete transfer of individuals into, and out of the facility.	Design: 100% Bidding: Nov22-Jan23 Construction: Feb23-Aug23
4	350 W. Belknap Building	3rd and 4th Floor Renovation	\$8,000,000.00	This renovation and buildout of the 3rd and 4th floor (41,450sf) will provide typical office work space, and visitor locations that will meet CDC recommendations for social distancing.	Design: currently 50% DDs, 100%CDs expected in Jan 2023 Bidding: Feb23-Apr23 Construction: May23-Dec24
5	Tim Curry Criminal Justice Center	Magistrate Courtroom Renovation		Project Complete	
6	Resource Connection	TCSO Recruit Training Academy Restroom Remodel	\$335,500.00	The renovation includes demolition of existing offices and the men's restroom to construct new men's and women's restrooms (2,318sf) that will include showers and dressing areas with lockers to meet COVID-19 social distancing needs, current building codes, and accessibility standards.	Design: 100% Bidding: Nov22-Jan23 Construction: Feb23-Aug23
7	Administration Building	First and Second Floor Tax Office Renovation	\$6,100,000.00	The renovation will replace and rearrange 40+ workstations for the Tax Office staff to meet to meet social distance requirements. The customer waiting area will be right sized and will incorporate customer queing technology to regulate the number of customers in the area to help facilitate the reduction of congestion. The renovation will also upgrade the 40-year old public and staff restrooms to meet current Texas Accessibility Standards and HVAC improvements. Total renovaton is 24,775.	Design: currently SDs, 100%CDs expected in May 2023 Bidding: June23-Aug23 Construction: Sept23-July24
8	Public Health	Building Acquisitions		The acquisition of two (2) buildings, power plant and parking lots. Buildings will potentially be renovated.	

**RFP NO. 2023-041  
EXHIBIT "A"**

NO.	PROJECT	DESCRIPTION	BUDGET	BACKGROUND	SCHEDULE
9	Resource Connection	Sanitary Sewer System and Domestic Isolation Valves Replacements.	\$2,800,500.00	This project will replace the entire gravity flow sanitary sewer system with new PVC piping, manholes, and cleanouts. Existing sanitary sewer system is fifty (50) years old and was installed with clay pipe and is experiencing deterioration with the piping and joints. The domestic isolation valves are over 50 years old and no longer operable.	Design: 100% Bidding: Nov22-Jan23 Construction: Feb23-Aug23
10	Resource Connection	Rooftop Unit (RTU) Replacement	\$5,000,000.00	To replace twenty-five (25) RTU multizone units. All 25 units are 19 years old and are at the end of their normal expected lifecycle. Also included is the installation of the UVC lighting to mitigate the spread of COVID-19.	Design: 95%CDs Bidding: Nov22-Jan23 Construction: Feb23-June24
11	Tarrant County Corrections Center	Replacement of the Air Handling Units (AHU's) & Exhaust/Purge/Pressurization Fans	\$6,750,000.00	This project includes the replacement of twenty-six (26) AHU's, and seventeen (17) exhaust/purge/pressurization fans that are original to the construction of the building thirty (30) years ago. Also included is the installation of the UVC lighting to mitigate the spread of COVID-19.	Design: 95%CDs Bidding: Dec22-Feb23 Construction: March23-Dec24
12	Tarrant County Corrections Center	Replacement of the Building Automation System	\$2,910,000.00	This project includes the replacement of the BAS. The existing BAS is original to the construction of the building and has reached obsolescence, and parts are no longer available. Also included is the installation of the UVC lighting to mitigate the spread of COVID-19.	Design: 95%CDs Bidding: Dec22-Feb23 Construction: March23-Dec24
13	Green Bay Jail	Replacement of Roof Top Units (RTU's)	\$1,400,000.00	This project includes the replacement of forty-two (42) RTU's and seventeen (17) purge/supply fans. The units have reached the end of their useful life. Also included is the installation of the UVC lighting to mitigate the spread of COVID-19.	Design: 95%CDs Bidding: Dec22-Feb23 Construction: March23-Dec23
14	Lon Evans Corrections Center (LECC)	Replacement of Four (4) Enthalpy Wheels in the Energy Recovery Unit (ERU).	\$250,000.00	This project will replace the four (4) enthalpy wheels located within the ERU on the roof at the LECC. The ERU was installed as part of the construction of the building to reduce energy usage, by recovering latent energy from the HVAC system.	Design: 100%CDs Bidding: Nov22-Jan23 Construction: Feb23-June23
15	Tarrant County Administration Building	Replacement of the Air Handling Units (AHU's)	\$2,000,000.00	This project includes the replacement of fifteen (AHU's) that are original to the construction of the building. Also included is the installation of the UVC lighting to mitigate the spread of COVID-19.	Design: currently 50%DDs, 100%CDs in Dec22 Bidding: Jan23-March23 Construction: April23-Dec23



**TARRANT COUNTY**  
**DEPARTMENT OF FACILITIES MANAGEMENT**

**MICHAEL A. AMADOR**  
**DIRECTOR**

Date: April 11, 2023

To: Elizabeth Pietzsch  
Senior Contracts Administrator – Construction

From: Frank Lopez  
Assistant Director – Construction Services

Subject RFP 2023-041

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Based on the results of RFP 2023-041 Annual Contract for Project Management for Construction Services, Facilities Management would like to qualify the following firms as the primary and secondary vendors:

Primary	Broaddus & Associates
Secondary	The Projects Group

A handwritten signature in dark ink, appearing to read "Frank Lopez", is written over a horizontal line.

Frank T. Lopez