

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 Emergency Intercom Systems Replacement Project (the “Project”), said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. This Professional Services Contract (PSC), and with the Proposal architectural and engineering services dated 05/11/23 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 Document Phase
- 1.2 Permitting and Bidding/Negotiation Phase
- 1.3 Construction Contract Administration Phase
- 1.4 Project Close-Out Phase

**2.  
TERM**

This contract commences July 11, 2023 and concludes on the earlier of 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 thirty-four thousand and two hundred dollars (\$34,200.00) and shall not exceed this amount without prior authorization from the County.

Construction Documents	\$16,100.00
Permitting and Bidding/Negotiation	\$ 4,830.00
Construction Contract Administration	\$10,304.00
Project Close-Out	\$ 966.00
Reimbursables	<u>\$ 2,000.00</u>
<b>TOTAL NOT TO EXCEED AMOUNT</b>	<b>\$34,200.00</b>

- 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 460B, Fort Worth, Texas 76196.

3.4 PROVIDER'S invoice shall detail the Services provided; not used in this project.

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 \$2,000. Supporting receipt documentation must be submitted. All unused allowances will be returned to Tarrant County.

3.8 There are not out of County travel or meals not included in this contract. Expenses will be invoiced at actual cost. All unused allowances will be returned to Tarrant County

3.7 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  
Bennett Partners  
640 Taylor St., Suite 2323  
Fort Worth, TX 76102

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Tarrant County.

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

**TARRANT COUNTY**  
**STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**Bennett Partners**  
**PROVIDER**

  
\_\_\_\_\_  
Authorized Signature

*APPROVED AS TO FORM:*

*James Marwin Nichols*  
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

11 May 2023

Michael Amador  
Director of Facilities Management  
Tarrant County Facilities Management  
100 W Weatherford Street  
Suite 460B  
Fort Worth, TX 76196  
817.884.1091  
MAAmador@TarrantCounty.com

**Tarrant County Corrections Center Level 2 and 5 Intercom Upgrade  
Proposal for Design Services**

Dear Mike,

Thank you for giving us the opportunity to submit this proposal for the Level 2 and 5 Intercom Upgrade 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,

Michael J. Bennett, AIA  
Principal and CEO

# PROJECT DETAILS

## Project Description

The project consists of the upgrade and replacement of the intercom system on Levels 2 and 5 of the Tarrant County Corrections Center. The existing intercoms in these areas are currently Bogen Intercoms and Tarrant County would like to convert them to the Harding Intercoms that are in use throughout other floors in the Corrections Center.

## 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 with our team of consultants. We will lead a design team comprised of electronic security consultants. 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 are proposing **LattaTech** to provide security design as a consultant to our firm.
- 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 all services you will need for the completed design of the Level 2 and 5 Intercom Upgrade. We have included construction documents, bidding/negotiations, permitting, and construction contract administration within our scope.

The scope of services covered by this proposal includes:

- Architectural Coordination and Oversight
- Electronic Security Design and Documentation

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) to confirm the video surveillance system program and requirements. We will develop the intercom specifications and coordinate the work of the consultants in order to prepare the final construction documents. We would expect to provide informal review sets for your review and comment.

## **Deliverables**

- Site survey of the existing intercom system
- Meet with TCFM and discuss available options
- Confirm definition of spaces and environmental requirements for the new intercom system
- Develop floor plans and partial plans to indicate preliminary device and equipment placement
- Meet with TCFM for review and confirmation of design approach
- Determine typical details that can be applied to the work
- Develop system diagrams to indicate system functionality

## **Meetings and presentations**

We have anticipated 4 coordination meetings for the course of the construction document phase with TCFM and design team.



### **Permitting and 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 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.

### **Construction Contract Administration Phase**

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

- Review and certify of construction manager's payment application
- 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
- Monthly 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

### **Meetings and Presentations**

For the basis of this proposal, we are anticipating 12-16 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 weekly owner/architect/contractor (OAC) meetings on site.

### **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
- Preparation of as-designed record documents or as-constructed record documents based on contractor mark-ups; delivered in CAD and PDF format
- 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 Level 2 and 5 Intercom Upgrade**  
\$ 32,200.00 (thirty-two thousand and two hundred dollars)

### Fee Breakdown by Phase

Construction Documents	6-8 weeks	50 %	\$ 16,100.00
Permitting and Bidding/Negotiation	10-12 weeks	15 %	\$ 4,830.00
Construction Contract Administration	12-16 weeks	32 %	\$ 10,304.00
Project Close-Out	3-5 weeks	3 %	\$ 966.00

The fees outlined above exclude reimbursable expenses and the additional services outlined below. We estimate that reimbursable expenses will not exceed \$2,000.00 (two thousand dollars). We will invoice for our services on a monthly basis, based on a percentage complete per phase of the work.

## Agreement

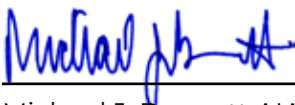
Bennett Partners is appointed under the terms of this Agreement, including:

- 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

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:  
2023-1036142

Date Filed:  
06/19/2023

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 College District

**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.**

2023 Architectural Services  
Intercom Upgrades

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, Fort Worth, TX, 76109, Tarrant  
(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 19 day of June, 2023  
(month) (year)

Melissa M. Mitchell  
Signature of authorized agent of contracting business entity  
(Declarant)