



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145339
PAGE 1 OF 7
DATE: 6/3/2025

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT WITH BENNETT PARTNERS FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PLAZA GARAGE EXPANSION PROJECT

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 1 to the professional services contract with Bennett Partners for the Plaza Garage Expansion project.

BACKGROUND

On April 26, 2022, the Commissioners Court, through Court Order #138003, approved Request For Qualification (RFQ) No. 2022-098 – Annual Contract for Professional Architectural-Engineering Services, for various Tarrant County projects. With approval of RFQ No. 2022-098, the Facilities Management Department and Purchasing Department were granted approval to utilize the selected firms for indefinite quantities of work, as outlined in the RFQ, per contract terms. Firms will be issued a Tarrant County purchase order or will be required to sign a contract for individual projects, depending on the type and cost of the work. Bennett Partners was one (1) of the firms that received the highest evaluated ratings from the evaluation committee as having qualifications to meet the County’s needs for indefinite quantities of work as outlined in the RFQ.

On October 11, 2022, the Commissioners Court, through Court Order #139375, approved an architectural and engineering contract with Bennett Partners in the amount of \$569,500.00.

The approved professional services contract included a reimbursable expense budget of \$10,000.00. To date, \$8,612.85 in reimbursable expenses have been incurred, leaving a remaining balance of \$1,387.15. The project is currently in progress, and the remaining budget is insufficient to cover the reimbursable expenses anticipated over the 10-month duration of the contract. Therefore, an additional \$5,000.00 is requested to increase the reimbursable expense budget. Any unused reimbursable funds will remain with the County.

With approval of Amendment No. 1, the reimbursable expense budget will increase from \$10,000.00 to \$15,000.00.

The Criminal District Attorney’s Office has reviewed this contract as to form.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Frank Lopez



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145339 DATE: 6/3/2025 PAGE 2 OF 7

FISCAL IMPACT

The total for Amendment No. 1 is \$5,000.00 and will increase the total contract price from \$569,500.00 to \$574,500.00. Funding in the amount of \$5,000.00 is available in account 45100-2025 Non-Debt Capital//3110608000 Parking Plaza Garage/540000 Capital Outlay.

Original Contract Total	\$569,500.00
Amendment No. 1	\$ 5,000.00
Revised Contract Total	\$574,500.00

STATE OF TEXAS § **AMENDMENT NO. 1 – ARCHITECTURAL AND**
 § **ENGINEERING CONTRACT BETWEEN TARRANT**
COUNTY OF TARRANT § **COUNTY AND BENNETT PARTNERS**

AMENDMENT NO. 1

WHEREAS, on October 11, 2022 (Court Order No. 139375), the Tarrant County Commissioners Court (“COUNTY”) approved an architectural and engineering contract (“Contract”) with Bennett Partners, (“PROVIDER”) for the Plaza Garage Parking Expansion Project, 601 W. Weatherford Street, Fort Worth, Texas and

NOW, THEREFORE, the COUNTY and PROVIDER hereby agree to the following Amendment No. 1 to the Agreement (the “Amendment”), for additional architectural and engineering services by Bennett Partners Architecture as requested by the owner during the design phase of the project. This Amendment reflects the additional service compensation to cover work described within this proposal, said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. The Proposal for architectural dated February 19, 2025, from PROVIDER, shown in **Exhibit “A”** and this Professional Services Contract, forms the contract between the parties.

12.
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.

13.
EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

The Services to be provided by the PROVIDER as outlined more specifically in **Exhibit “A”** shall include, but are not limited to, the following:

Increase of the Reimbursable Expenses Budget

The approved professional services contract includes a budgetary amount of \$10,000.00 for reimbursable expenses. The project actual reimbursable expenses incurred to date sum to \$8,612.85 leaving a remaining budget of \$1,387.15 at this time. The construction of the project is now commencing, and the remaining budget is inadequate for Bennet Partners services over the 10 month duration of work. A supplement of \$5,000.00 is requested to replenish the reimbursable expense budget. Any unspent reimbursable funds remain with the County.

Increase reimbursable expense budget from \$10,000.00 to \$15,000.00

Total increase amount of \$5,000.00

The COUNTY will pay no more than \$5,000.00 for these additional services as further described in the attached proposal incorporated into this Amendment as **Exhibit "A"**.

All other conditions and requirements of said Agreement remain in full force and effect for the duration of the Agreement period, unless amended in writing and agreed upon by both parties.

This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by electronic transmission shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this _____ day of _____, 2025.

**TARRANT COUNTY
STATE OF TEXAS**

**PROVIDER:
BENNETT PARTNERS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge



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 FUNDS IN THE AMOUNT OF \$ _____

_____ Date: _____
Auditor's Office

Exhibit A

19 February 2025

Jon Hendrickson
Assistant Director - Construction Services
Tarrant County Facilities Management
200 Taylor St
Suite 344
Fort Worth, Texas 76196
817.884.1155
JPHendrickso@tarrantcountytx.gov

Tarrant County Plaza Parking Garage Expansion
Proposal for Additional Services 01 - Additional Reimbursable Expenses

Dear Jon,

We are pleased to provide this Additional Services Proposal for the Tarrant County Plaza Parking Garage Expansion as an amendment to our 22 August 2022 proposal. This amendment is for the additional reimbursable expenses required for the project above and beyond the original estimated amount of \$10,000.

The following attachments include the details of our fee proposal. Again, we are pleased to have the opportunity to submit this proposed amendment to you. If we have misunderstood your requirements or if you need us to make revisions or clarifications to our proposed amendment, please let me know. If this agreement meets with your approval, please sign and return one executed copy to our office.

Best regards,



Amanda Schulte, AIA
Senior Partner

FEE PROPOSAL

Project Description

In our original proposal, we estimated that reimbursable expenses would not exceed \$10,000. Because of the scope of work in the public right-of-way, the project incurred additional fees from the City of Fort Worth for IPRC, CFA, and Encroachment fees. Additionally, the team chose to utilize the X Team for expedited building permit review, which also incurred additional fees from the City of Fort Worth. Those fees are outlined below, along with the normal anticipated fees for TAS plan review and site inspection, as well as TDLR registration.

Compensation and Payment

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

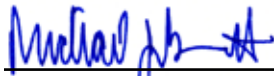
Proposal for Additional Services 01 - Additional Reimbursable Expenses

estimated not to exceed \$ 5,000.00 (five thousand dollars)

Original Reimbursable Expense Limit Estimate	\$ 10,000.00
Additional Reimbursable Expense Requested Limit Estimated	\$ 5,000.00
4/2024 Billed Expense for TAS Plan Review	(\$ 1,000.00)
4/2024 Billed Expense for TDLR Registration	(\$ 310.00)
11/2024 Billed Expense for COFW IPRC Pre-Submittal Conference Fees	(\$ 1,100.00)
11/2024 Billed Expense for COFW IPRC Development Services Fess	(\$ 5,534.10)
11/2024 Billed Expense for COFW X Team Permit Fees	(\$ 2,200.00)
To be Billed Expense for TAS Site Inspection	(\$ 794.00)
To be Billed Expense for COFW CFA Fees	(\$ 2,508.75)
To be Billed Expense for COFW Encroachment Agreement Fees	(\$ 66.00)
To be Billed Expense for Printing Estimated	(\$ 100.00)
Remaining Reimbursable Expense Limit Estimated	\$ 1,387.15

Agreement

Bennett Partners agrees to perform the services described above and in accordance with the terms and conditions of the original agreement dated 22 August 2022.



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

Jon Hendrickson
Assistant Director - Construction Services
Tarrant County Facilities Management



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SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Frank Lopez



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**TARRANT COUNTY
STATE OF TEXAS**

**PROVIDER:
BENNETT PARTNERS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge



Authorized Signature

APPROVED AS TO FORM:

James Marwin Nichols
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CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ 5,000⁰⁰ CL 6/2/25

Kimberly M. Buchanan
Auditor's Office Date: 6-2-25

Exhibit A

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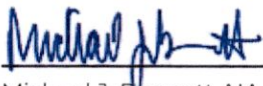
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