



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145444
PAGE 1 OF 13
DATE: 7/1/2025

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH BLUEFIN, LLC, A WHOLLY OWNED SUBSIDIARY OF MANTIS INNOVATION, FOR THE PROVISION OF ARCHITECTURAL SERVICES FOR THE GREEN BAY JAIL ROOF PROJECT

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Professional Services Contract with Bluefin, LLC, a wholly owned subsidiary of Mantis Innovation, for the provision of architectural services for the Green Bay Jail Roof Project.

BACKGROUND

On April 26, 2022, the Commissioners Court, through Court Order #138003, approved Request for Qualifications (RFQ) No. 2022-098 – Annual Contract for Professional Architectural-Engineering Services for various Tarrant County projects. Approval of RFQ No. 2022-098, authorized Facilities Management and Purchasing to utilize the selected firms for indefinite quantities of work as outlined in the RFQ. Approved firms will be issued a Tarrant County purchase order or required to sign a contract for specific projects, depending on the type and cost of work. Mantis Innovation was one of the firms selected through the evaluation process, receiving one of the highest ratings based on qualifications to meet the County’s needs.

The roof at the Green Bay Jail was installed in 2004 and has reached the end of its service life. Inspections indicate signs of widespread granular loss and blistering.

With approval of this contract, Mantis Innovation (now Bluefin, LLC) will provide design, bidding, and construction administration services for the Green Bay Jail Roof Project.

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

FISCAL IMPACT

Funding in the amount of \$81,816.00 is available in account 45400-2025 Non-Debt Capital/3110302000 Facilities Administration/540000 Capital Outlay.

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

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**

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

Certificate Number:
2023-XXXXX

Date Filed:
XX/XX/XXXX

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County - Facilities Management

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
N/A			

5 Check only if there is NO Interested Party.

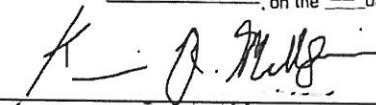
6 UNSWORN DECLARATION

My name is Kevin McAlpin, and my date of birth is 08/15/1969.

My address is 11011 Richmond Ave. Suite 500, Houston, TX, 77042, Harris.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 22 day of May, 20 25.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)



BLUEFIN, LLC is a wholly owned subsidiary of Mantis Innovation

An aerial photograph of a large industrial or commercial facility, possibly a jail, is shown. The image is overlaid with a white geometric pattern of triangles. Some of these triangles are filled with a solid blue color, while others are white, creating a decorative, semi-transparent effect over the aerial view. The facility includes a large red-roofed building on the right, a parking lot with many cars, and various structures and paved areas.

Prepared for
Jason Hewitt
Tarrant County Facilities
Green Bay Jail

Services Include
Roof Design, Bidding Management,
Construction Administration, &
OPC Services

Date Prepared
5/7/2025

Prepared by
Dustin Dennis, RRO, HCI-C
4322 N. Beltline Road
Irving, Texas 75038

About Mantis Innovation

Mantis Innovation is the premier provider of smart solutions that deliver better building performance through managed facility services and turnkey program management. Mantis leverages expertise from a vast array of professional disciplines in engineering, comprehensive data collection and analysis, technology-enabled solutions, and a network of trusted partners. The Mantis Innovation managed solutions include energy procurement, demand management, solar, roofing, building envelope, pavement, LED lighting, HVAC/mechanical, building automation systems, and data center optimization. Mantis is headquartered in Houston, Texas, with office locations across the United States from Massachusetts to Washington.

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May 7, 2025

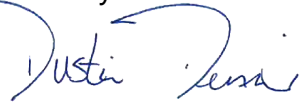
Mr. Jason Hewitt
Project Manager
2500 Urban Drive
Fort Worth, TX 76106
JMHewitt@tarrantcountytx.gov

Dear Mr. Hewitt,

BLUEFIN, LLC, a wholly owned subsidiary of Mantis Innovation, is pleased to provide this proposal for roof design, bidding management, construction administration, and OPC services for Tarrant County's Green Bay Jail Reroof Project.

We appreciate this opportunity to submit this proposal for your consideration and are available to answer any questions you may have. You can reach me by phone at (903) 452-3704 or by email at ddennis@mantisinnovation.com.

Sincerely,
BLUEFIN, LLC
a wholly owned subsidiary of Mantis Innovation


Dustin Dennis, RRO, HCI-C
Director of Operations

Project Information

Project Name:	Tarrant County Green Bay Jail Roof Replacement
Project Address:	2500 Urban Drive, Fort Worth, TX 76106
Facility Size:	Approx. 193,265 Sq. Ft.
Project Type:	Roof Replacement

Project Scope

- **Phase 1, Roof Design**

Phase 1 deliverables include:

- Roof System Recommendations
- Design of new roof system
- Preparation of Construction Documents including plans, specifications, and bidding documents

- **Phase 2, Bidding Management**

Phase 2 deliverables include:

- Attend Pre-Bid Meeting
- Respond to Bidder Questions
- Issue Addenda as Needed
- Respond to Substitution Requests
- Bid Review and Recommendations

- **Phase 3, Construction Administration and OPC**

Phase 3 deliverables include:

- Submittal Review
- Attend Pre-Construction Meeting
- Attend OAC Meetings
- Change Order Request Review and Response
- RFI Response
- Review of Contractor's Application for Payment
- Pre-Final Inspection and Punch List
- Final inspection
- Review of Closeout Documentation

Pricing

Design Services	
Phase 1 - Roof Design Services	\$49,916.00
Phase 2 - Bid Management Services	\$10,100.00
Phase 3 - CA & OPC Services	\$18,800.00
Total Basic Compensation	\$78,816.00

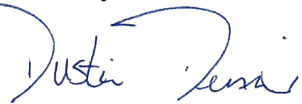
- Phase 1 - Roof Design Services will be invoiced upon delivery of final design documents.
- Phase 2 - Bid Management Services will be invoiced once reroof project is awarded to roofing contractor.
- Phase 3 - CA & OPC Services will be invoiced upon construction completion.
- Maximum reimbursable expenses - \$3,000.00
- Pricing is Net 30, 0% retention. Pricing is valid for 30 days.

If the project demands professional services that exceed the scope or hours outlined above, BLUEFIN / Mantis will not perform any services without prior written approval from Tarrant County.

Acceptance

Please indicate your acceptance of this proposal by signing as indicated below. The execution of this acceptance will serve as the agreement between BLUEFIN, LLC, a wholly owned subsidiary of Mantis Innovation, and Tarrant County at the time of acceptance.

Sincerely,
 BLUEFIN, LLC
 a wholly owned subsidiary of Mantis Innovation



Dustin Dennis, RRO, HCI-C
 Director of Operations

Accepted by:
 Tarrant County

 (Printed Name)

 (Title)

 (Signature)

 (Date)

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Bluefin, LLC, a division of Mantis Innovation, hereinafter referred to as PROVIDER, for the purpose of providing professional architectural 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 services (the “Services”) for the Green Bay Jail Roof Project, 2500 Urban Drive, 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 services dated May 7, 2025, from PROVIDER, shown in Exhibit “A”, 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 Include Phase 1, Roof Design,
 - a. Roof system recommendations
 - b. Design of new roof system
 - c. Preparation of Construction Documents including plans, specifications, and bidding documents
- 1.2 Include Phase 2, Bidding Management,
 - a. Attend Pre-Bid meeting
 - b. Respond to Bidder Questions
 - c. Issue Addenda as needed
 - d. Respond to substitution request
 - e. Bid review and recommendations
- 1.3 Include Phase 3, Construction Administration and OPC
 - a. Submittal review
 - b. Attend pre-construction meeting
 - c. Attend OAC meetings
 - d. Change order request review and response
 - e. RFI response
 - f. Review of Contractor’s application for payment
 - g. Pre-final inspection and punch list
 - h. Final inspection
 - i. Review of Closeout Documentation

**2.
TERM**

This contract commences June 17, 2025 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 seventy-eight thousand, eight hundred and sixteen dollars (\$78,816.00) and shall not exceed this amount without prior authorization from the County.

Roof Design Services	\$49,916
Bid Management Services	\$10,100
Construction Administration & OPC	\$18,800
<u>Reimbursable Expenses</u>	<u>\$ 3,000</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$81,816

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, 200 Taylor Street, Suite 344, 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, and additional OAC meetings, etc. related to the Project. Reimbursable expenses will not exceed \$3,000. 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:
Frank Lopez
Tarrant County Facilities Management
200 Taylor St., Suite 344
Fort Worth, TX 76196

PROVIDER:
Dustin Dennis, RPO, HCI-C
Bluefin, LLC dba. Mantis Innovation
4322 N. Beltline Road
Irving, Texas 75038

13.
EXECUTION OF AGREEMENT

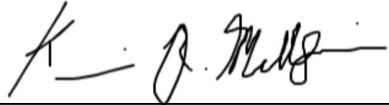
This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic 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.

SIGNED AND EXECUTED this 29th day of May, 2025.

TARRANT COUNTY
STATE OF TEXAS


PROVIDER:
BLUEFIN, LLC

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



Kevin R. McAlpin
Executive Vice President and
General Counsel

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 FUNDS IN THE AMOUNT OF \$ _____

Auditor's Office

Date: _____