



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144950
PAGE 1 OF 14
DATE: 4/2/2025

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH BENNETT PARTNERS FOR ARCHITECTURAL SERVICES FOR THE CORRECTIONS CENTER BUILDING RENOVATION OF INMATE HOUSING UNIT SHOWER PROJECT

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a Professional Services Contract with Bennett Partners for architectural services for the Corrections Center Building Renovation of Inmate Housing Unit Shower Project located at 100 N. Lamar Street in Fort Worth.

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 project. 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, at the hourly rates in the respective rate schedules for each firm. 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.

The purpose of this project is to renovate fifty-four (54) inmate showers. The renovations will address general wear and tear, including updating light fixtures and access panels, repairing mortar where needed and refreshing painted surfaces with marine-grade paint.

With approval of this Professional Service Contract, Bennett Partners will provide architectural and design services. The scope of services shall include but are not limited to the following:

- Construction Documents
- Permitting
- Bidding Services
- Construction Administration

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

FISCAL IMPACT

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



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 144950 DATE: 4/2/2025 PAGE 2 OF 14

The fiscal impact is \$47,500.00. Funding is available in account 45100-2025 Non-Debt Capital/3110307000 Corrections Center Building/540000 Capital Overlay.

Reimbursable Expenses	<u>\$ 5,000</u>
TOTAL NOT TO EXCEED AMOUNT	\$47,500

- 3.2 PROVIDER shall bill for the Services performed in accordance with this contract.
- 3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 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 \$5,000. 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.

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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 AIA
640 Taylor St. Ste. 2323
Fort Worth, TX 76102

**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 _____ day of _____, 2025.

**TARRANT COUNTY
STATE OF TEXAS**

PROVIDER:
Michael J. Bennett, AIA

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

06 February 2025 **Rev. 02**

Michael A. Amador
Director of Facilities Management
Tarrant County
100 W Weatherford Street
Room 460
Fort Worth, Texas 76196
817.884.3344
MAAmador@tarrantcountytx.gov

**Tarrant County Corrections Center - Inmate Shower Renovation
Proposal for Professional Design Services**

Dear Michael,

Thank you for giving us the opportunity to submit this proposal for the Inmate Shower Renovation at the Tarrant County Corrections Center. We have enjoyed working with Tarrant County on past projects and appreciate the opportunity to work with your team again.

The following attachments include our fee proposal, scope of services, and standard terms and conditions. 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
Executive Partner and CEO

PROJECT DETAILS

Project Description

The project consists of the renovation of 54 inmate showers in the Tarrant County Corrections Center. We will provide a specification and necessary details for an epoxy surface material similar to the installations at other Tarrant County jail facilities.

We have also included attendance at the pre-bid and pre-construction meetings, as is standard with Tarrant County projects. Construction contract administration is also included but we have assumed a phased construction schedule, with 32 site visits during construction.

Project Team

Our firm will be coordinating with a team of other design professionals to provide the construction documents needed for bidding, permitting, and construction. We understand that the team will be organized as follows:

- As the owner, Tarrant County will review and approve our work and will provide direction to us regarding the project program, schedule and budget. Tarrant County will also provide us information regarding the site, such as existing drawings, geotechnical information, or building surveys.
- Our firm will provide overall design and coordination for the shower renovation. 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 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 the services you will need for the completed design for the shower renovation. We have included construction documents, and construction contract administration within our scope.

The scope of services covered by this proposal includes:

- Architectural Design and Coordination

Our proposed scope of work will include the following phases:

Construction Documents

In this phase of work, we will begin by meeting with Tarrant County to confirm the project requirements. We will develop the shower renovation drawings and specifications and coordinate with the existing conditions in order to prepare the final construction documents. We would expect to provide two informal review sets for your review and comment.

Deliverables

- Meet with Tarrant County on-site to review and confirm the project requirements
- Enlarged floor plans and construction details
- Final specifications for building materials and systems to define their quality levels in detail
- Quality control and coordination review of the documents
- Accessibility and life safety code review
- Incorporate comments by Tarrant County into final construction documents
- Building permit set and Texas Accessibility Standards (TAS) plan review set and coordination of their submission to authorities having jurisdiction

Meetings and Presentations

We have anticipated 1-2 coordination meetings for the course of the construction document phase with the design team. We anticipate that we will need 3-4 weeks to complete the construction documents.

Permitting (if needed)

In the permitting phase, 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.

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 at contractor Notice to Proceed.

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
- One site visits to each shower area 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
- Issue final punch lists and substantial completion documentation
- Review of project close-out documents for completeness

Meetings and Presentations

For the basis of this proposal, we are anticipating 8 months of construction to complete the project, inclusive of thirty days after substantial completion to reach final completion. During the construction phase, Bennett Partners will attend owner/architect/contractor (OAC) meetings on site in conjunction with site visits, for a maximum of 32 meetings/site visits.

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 - Inmate Shower Renovation

\$ 42,500.00 (forty-two thousand and five hundred dollars)

Fee Breakdown by Phase

Construction Documents and Specifications	3-4 weeks	\$ 12,000.00
Permitting (if needed)	5-6 weeks	\$ 1,500.00
Bidding and Negotiation	10-12 weeks	\$ 3,000.00
Construction Contract Administration	32 weeks	\$ 26,000.00

The fees outlined above exclude reimbursable expenses and the additional services outlined below. We estimate that our reimbursable expenses would not exceed \$5,000.00 (five thousand dollars). We will invoice for our services on a monthly basis, based on a percentage complete per phase of the work. This proposal is valid for a period of ninety (90) days from the date of issuance.

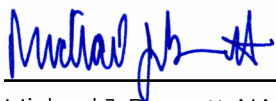
Agreement

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 this Agreement.



Michael J. Bennett AIA
Executive Partner and CEO
Bennett Partners

Michael A. Amador
Director of Facilities Management
Tarrant County

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 civil or 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, professionally-built models, or material mock-ups other than those described herein
- 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
- Revisions to existing zoning or re-platting
- Design of electronic security, communications, audio, visual or data systems
- Photometric lighting studies
- Conformed construction documents, as-designed record documents or as-constructed record documents

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 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

EXHIBIT B

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.
Bennett Partners Architecture Interiors Planning, Inc.
Fort Worth, TX United States

Certificate Number:
2025-1266405

Date Filed:
02/07/2025

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2022-098
Tarrant County Corrections Center Inmate Shower Renovation

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (Controlling, Intermediary). Multiple empty rows.

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael J. Bennett, and my date of birth is 9 June 1956.

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

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

Executed in Tarrant County, State of Texas, on the 7 day of February, 20 25 (month) (year)

Signature of authorized agent of contracting business entity (Declarant) with handwritten signature in blue ink.



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144950
PAGE 1 OF 14
DATE: 4/2/2025

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH BENNETT PARTNERS FOR ARCHITECTURAL SERVICES FOR THE CORRECTIONS CENTER BUILDING RENOVATION OF INMATE HOUSING UNIT SHOWER PROJECT

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a Professional Services Contract with Bennett Partners for architectural services for the Corrections Center Building Renovation of Inmate Housing Unit Shower Project located at 100 N. Lamar Street in Fort Worth.

BACKGROUND

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The purpose of this project is to renovate fifty-four (54) inmate showers. The renovations will address general wear and tear, including updating light fixtures and access panels, repairing mortar where needed and refreshing painted surfaces with marine-grade paint.

With approval of this Professional Service Contract, Bennett Partners will provide architectural and design services. The scope of services shall include but are not limited to the following:

- Construction Documents
- Permitting
- Bidding Services
- Construction Administration

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

FISCAL IMPACT

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



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER: 144950 DATE: 4/2/2025 PAGE 2 OF 14

The fiscal impact is \$47,500.00. Funding is available in account 45100-2025 Non-Debt Capital/3110307000 Corrections Center Building/540000 Capital Overlay.

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 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 Renovation of Existing Inmate Housing Unit Showers Project at the Corrections Center Building located at 100 N. Lamar Street., 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 February 06, 2025, 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 We propose to provide the architectural design for the renovation of 54 inmate showers. Scope of services covered by this proposal included:
 - a. Architectural Design and Coordination
- 1.2 This proposal assumes that construction documents will include the following:
 - a. Meet on-site to review and confirm project requirements
 - b. Enlarged floor plans and construction details
 - c. Final specifications for building materials and systems to define their quality levels in detail
 - d. Quality control and coordination review of the documents
 - e. Accessibility and life safety code review
 - f. Incorporate comments by Tarrant County into final construction documents
 - g. Building permit set and Texas Accessibility Standards (TAS) plan review set and coordination of their submission to authorities having jurisdiction

**2.
TERM**

This contract commences April 2, 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 forty-seven thousand and five hundred (\$47,500.00) and shall not exceed this amount without prior authorization from the County.

Construction Documents	\$12,000
Permitting	\$ 1,500
Bidding	\$ 3,000
Construction Administration	\$26,000

Reimbursable Expenses	<u>\$ 5,000</u>
TOTAL NOT TO EXCEED AMOUNT	\$47,500

- 3.2 PROVIDER shall bill for the Services performed in accordance with this contract.
- 3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 200 Taylor Street, Suite 344, Fort Worth, Texas 76196.
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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.

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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.

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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

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Fort Worth, TX 76102

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 _____ day of _____, 2025.

TARRANT COUNTY
STATE OF TEXAS

PROVIDER:
Michael J. Bennett, AIA

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 \$ 47,500.00

Kimberly M. Buchanan Date: 4-1-25
Auditor's Office

06 February 2025 Rev. 02

Michael A. Amador
Director of Facilities Management
Tarrant County
100 W Weatherford Street
Room 460
Fort Worth, Texas 76196
817.884.3344
MAAmador@tarrantcountytx.gov

**Tarrant County Corrections Center - Inmate Shower Renovation
Proposal for Professional Design Services**

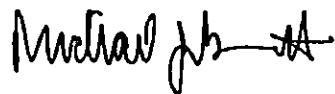
Dear Michael,

Thank you for giving us the opportunity to submit this proposal for the Inmate Shower Renovation at the Tarrant County Corrections Center. We have enjoyed working with Tarrant County on past projects and appreciate the opportunity to work with your team again.

The following attachments include our fee proposal, scope of services, and standard terms and conditions. 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
Executive Partner and CEO

PROJECT DETAILS

Project Description

The project consists of the renovation of 54 inmate showers in the Tarrant County Corrections Center. We will provide a specification and necessary details for an epoxy surface material similar to the installations at other Tarrant County jail facilities.

We have also included attendance at the pre-bid and pre-construction meetings, as is standard with Tarrant County projects. Construction contract administration is also included but we have assumed a phased construction schedule, with 32 site visits during construction.

Project Team

Our firm will be coordinating with a team of other design professionals to provide the construction documents needed for bidding, permitting, and construction. We understand that the team will be organized as follows:

- As the owner, Tarrant County will review and approve our work and will provide direction to us regarding the project program, schedule and budget. Tarrant County will also provide us information regarding the site, such as existing drawings, geotechnical information, or building surveys.
- Our firm will provide overall design and coordination for the shower renovation. 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 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 the services you will need for the completed design for the shower renovation. We have included construction documents, and construction contract administration within our scope.

The scope of services covered by this proposal includes:

- Architectural Design and Coordination

Our proposed scope of work will include the following phases:

Construction Documents

In this phase of work, we will begin by meeting with Tarrant County to confirm the project requirements. We will develop the shower renovation drawings and specifications and coordinate with the existing conditions in order to prepare the final construction documents. We would expect to provide two informal review sets for your review and comment.

Deliverables

- Meet with Tarrant County on-site to review and confirm the project requirements
- Enlarged floor plans and construction details
- Final specifications for building materials and systems to define their quality levels in detail
- Quality control and coordination review of the documents
- Accessibility and life safety code review
- Incorporate comments by Tarrant County into final construction documents
- Building permit set and Texas Accessibility Standards (TAS) plan review set and coordination of their submission to authorities having jurisdiction

Meetings and Presentations

We have anticipated 1-2 coordination meetings for the course of the construction document phase with the design team. We anticipate that we will need 3-4 weeks to complete the construction documents.

Permitting (if needed)

In the permitting phase, 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.

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 at contractor Notice to Proceed.

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
- One site visits to each shower area 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
- Issue final punch lists and substantial completion documentation
- Review of project close-out documents for completeness

Meetings and Presentations

For the basis of this proposal, we are anticipating 8 months of construction to complete the project, inclusive of thirty days after substantial completion to reach final completion. During the construction phase, Bennett Partners will attend owner/architect/contractor (OAC) meetings on site in conjunction with site visits, for a maximum of 32 meetings/site visits.

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 - Inmate Shower Renovation

\$ 42,500.00 (forty-two thousand and five hundred dollars)

Fee Breakdown by Phase

Construction Documents and Specifications	3-4 weeks	\$ 12,000.00
Permitting (if needed)	5-6 weeks	\$ 1,500.00
Bidding and Negotiation	10-12 weeks	\$ 3,000.00
Construction Contract Administration	32 weeks	\$ 26,000.00

The fees outlined above exclude reimbursable expenses and the additional services outlined below. We estimate that our reimbursable expenses would not exceed \$5,000.00 (five thousand dollars). We will invoice for our services on a monthly basis, based on a percentage complete per phase of the work. This proposal is valid for a period of ninety (90) days from the date of issuance.

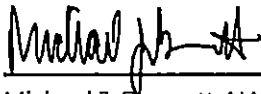
Agreement

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 this Agreement.



Michael J. Bennett AIA
Executive Partner and CEO
Bennett Partners

Michael A. Amador
Director of Facilities Management
Tarrant County

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 civil or 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, professionally-built models, or material mock-ups other than those described herein
- 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
- Revisions to existing zoning or re-platting
- Design of electronic security, communications, audio, visual or data systems
- Photometric lighting studies
- Conformed construction documents, as-designed record documents or as-constructed record documents

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 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

EXHIBIT B

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.
 Bennett Partners Architecture Interiors Planning, Inc.
 Fort Worth, TX United States

Certificate Number:
 2025-1266405

Date Filed:
 02/07/2025

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2022-098
 Tarrant County Corrections Center Inmate Shower Renovation

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Michael J. Bennett, and my date of birth is 9 June 1956.

My address is 2429 Rogers, Fort Worth, TX, 76109, USA.
(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 7 day of February, 2025.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

Consideration of Approval of a Professional Services Contract with Bennett Partners for
Architectural Services for the Corrections Center Building Renovation of Inmate Housing Unit
Shower Project

SIGNED AND EXECUTED this 2 day of April, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal stroke at the end.

Tim O'Hare
County Judge
4/10/2025

Kimberly Buchanan - Auditor

Kimberly Buchanan
Auditor
<#d039116f-df26-4991-9147-08dcd424509a-DateSigned#>