COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145729

DATE: 8/19/2025

SUBJECT: **CONSIDERATION APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR THE BENNETT PARTNERS ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT FOR THE TIM CURRY CRIMINAL JUSTICE CENTER ELEVATOR TOWER ADDITION PROJECT**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approval of the Memorandum of Understanding (MOU) for the Bennett Partners architectural and engineering services contract for the Tim Curry Criminal Justice Center Elevator Tower Addition Project located at 401 W. Belknap Street, Fort Worth.

BACKGROUND

On May 1, 2018, the Commissioners Court, through Court Order #127571, approved a request for qualification (RFQ No. 2017-071) for Professional Architectural-Engineering Services for various Tarrant County projects granting approval for the Facilities Management Department and Purchasing Department 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.

On February 1, 2022, the Commissioners Court through Court Order #137383, approved an architectural and engineering services contract with Bennett Partners in the amount of $730,000.00.

On September 20, 2022, the Commissioners Court through Court Order #139176, approved Amendment No. 1 increasing the Bennett Partners contract by the amount of $15,000.00 to a new value of $745,000.00.

This MOU allows for additional design services and duration of performance for the purpose of corrective work due to field coordination of structural steel elevations at the expense of the Construction Manager at Risk, Muckleroy and Falls.

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

FISCAL IMPACT

There is no fiscal impact to Tarrant County with this action.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Jon Hendrickson

TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

1. PARTIES

This Memorandum of Understanding for Design Assist Services (the "**MOU**") is entered into by and between Tarrant County, Texas ("**County**"), Bennett Partners (**the Designer**), and HM & MF Ltd. d/b/a Muckleroy & Falls (the "**Construction Manager**"), each a "**Party**" and collectively the "**Parties**,".

2. AUTHORIZED REPRESENTATIVES

The following will act as the designated representative authorized to administer activities, including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, provided for or permitted to be given under this MOU. The designated representative on behalf of each respective Party is as follows:

Tarrant County
Jon Hendrickson
Assistant Director
Tarrant County Facilities Management
200 Taylor St., Suite 344
Fort Worth, Texas 76196
(817) 884-1155
jphendrickso@tarrantcountytx.gov

Bennett Partners
Amanda Schulte, AIA
Senior Partner
640 Taylor St, Suite 2323
Fort Worth, Texas 76102
(214) 550-0085

Muckleroy & Falls
Tim Carpenter
Project Manager
3200 Riverfront Dr., Ste 200
Fort Worth, Texas 76107
(512) 230-1475

A Party may change its designated representative by written notice to the other Parties.

3. PURPOSE AND DESCRIPTION

The project requires additional design services and duration of performance for the purposes of corrective work due to field coordination of the structural steel elevations. The County and the Construction Manager agree that it is most prudent these design services be rendered by the Designer. The Designer is in contract with the County and maintains this relationship. The intent of this MOU is to approve the services proposed by the Designer as part and portion of the Designer's contract. These services are to be paid directly by the Construction Manager.

4. DURATION

This MOU shall be for the initial period of 6 months commencing on **execution**, and ending on **January 18, 2026**, unless renewed, extended, or terminated pursuant to the terms and conditions of this MOU. The Parties, subject to mutually agreeable terms, may extend this MOU for any

period(s) of time, provided the MOU term, including all extensions or renewals, does not exceed three years.

5. JOINT RESPONSIBILITIES

The Parties agree:

a. this MOU is valid as long as the Project(s) is ongoing in accordance with the purpose stated in **Section 3** above.

6. TARRANT COUNTY'S RESPONSIBILITIES

The County agrees to:

a. Allow the Designer to provide services in order to facilitate the field assessments necessary for an acceptable outcome.
b. All terms of the design services contract remain unchanged.
c. All terms of the construction manager contract remain unchanged;
d. be responsive to requests for observation, approval, or rejections of associated field conditions;

7. BENNETT PARTNERS' RESPONSIBILITIES

Designer agrees to:

a. Provide structural engineering and architectural design services in pursuit of the correction to the structural steel elevation errors.;
b. meet with Construction Manager and County as needed to review, discuss and make recommendations during the design phase;
c. review and provide feedback related to the development of the design documentation during the process:
d. provide site visits during the construction phase as needed through completion and provide comments/feedback to the County;

8. MUCKLEROY & FALLS' RESPONSIBILITIES

Construction Manager agrees to:

e. Provide field coordination in support of all necessary design services in pursuit of the correction to the structural steel elevation errors;
f. meet with Construction Manager and County as needed to review, discuss and make recommendations during the design phase;
g. review and provide feedback related to the development of the design documentation during the process:
h. Implement all corrective work to the satisfaction of the structural engineer, architectural designer, and County;
i. Pay the associated cost of $18,800.00 in a timely fashion

9. ADDITIONAL TERMS AND CONDITIONS

9.1. Termination for Convenience. This MOU may be terminated early by either Party upon providing 60 days advance written notice to the other Party.

9.2. Return of all Project Documentation. On termination of this MOU, all project files, documentation and construction documents will be updated to include revisions to the work within 60 days.

9.3. Assignment. No other assignment of the rights or obligations under this MOU will be valid without the written consent of the non-assigning Party.

9.4. Legal Notices. Any legal notice required under this MOU shall be deemed delivered when deposited by Tarrant County either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the address set forth below. Legal notice given will be deemed effective when received by the County at the address below. The addresses are as follows:

Tarrant County
Jon Hendrickson
Assistant Director
Tarrant County Facilities Management
200 Taylor St., Suite 344
Fort Worth, Texas 76196
(817) 884-1155
jphendricksor@tarrantcountytx.gov

Bennett Partners
Amanda Schulte, AIA
Senior Partner
640 Taylor St, Suite 2323
Fort Worth, Texas 76102
(214) 550-0085

Muckleroy & Falls
Tim Carpenter
Project Manager
3200 Riverfront Dr., Ste 200
Fort Worth, Texas 76107
(512) 230-1475

Any Party may change its address for legal notice by written notice to the other Parties. All legal notices submitted to Tarrant County must:

(1) include the MOU number;
(2) be sent to the person(s) identified in the MOU; and
(3) comply with all terms and conditions of the MOU.

9.5. Public Information Act. The County advises the Parties that the County is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Each Party's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose either Party's information that may be subject to an exception from disclosure, County will (i) promptly notify the Party of such

request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

9.6. Sovereign Immunity. THIS MOU IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS MOU IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

9.7. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this MOU is fixed in any court of competent jurisdiction of Tarrant County, Texas.

9.8. Entire Agreement and Amendments. This MOU and all attachments incorporated and made a part of the MOU constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated into this MOU are void and have no legal effect. Any future amendment or modification to this MOU is not valid unless evidenced in writing and signed by the County and the Parties.

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

Signature Page Follows

By signing below, the Parties acknowledge that they have read this MOU and bind themselves to faithful performance of the duties and obligations therein.

Tarrant County, Texas

By: _____
Tim O'Hare
Tarrant County Judge

Date of Execution: _____

Bennett Partners Commission

By: _____
Michael J. Bennett
Principal and CEO

Date of Execution: 30 July 25

HM & MF Ltd. dba Muckleroy& Falls

By: _____ Keith Melton Digitally signed by Keith Melton DN: C=US, E=kmelton@muckleroyfalls.com, O=Muckleroy & Falls, CN=Keith Melton Date: 2025.07.28 14:42:57-05'00'
Kieth Melton
Project Director

Date of Execution: 07/28/2025

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ARCHITECTURE
INTERIORS
PLANNING

bennett
partners

02 July 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

Tim Curry Criminal Justice Center Elevator Addition
Proposal for Additional Services 01 - Structural Steel Field Modifications and Construction Duration Extension

Dear Jon,

We are pleased to provide this Additional Services Proposal for the Tim Curry Criminal Justice Center Elevator Addition project as an amendment to our 25 January 2022 proposal. This amendment is for the required field modifications resulting from the segmented shop fabricated structural steel installed at the incorrect elevation resulting in the new floor elevation to be higher than the existing floor elevation at all levels.

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

We understand the scope of the required additional services to be field modifications for Levels 1B through Level 9 at Tim Curry Criminal Justice Center in Fort Worth, Texas. It is our understanding that the steel tower was shop fabricated in multi-story segments and spliced in the field. The structural steel was fabricated/installed at the incorrect elevation, which results in the top of the new concrete floor slab to be higher than the existing floor elevation (all levels). It is our understanding that the general contractor is proposing the following modifications:

- Levels 1B – 3: Revise the steel deck depth and concrete thickness to match the exiting floor elevations without any steel modifications.
- Levels 4-6: Lower the elevation of the concrete slab over composite decking to match the existing while keeping the installed framing at the installed elevation. This will require adding steel angles welded to the web of the beams to support the composite decking. The concrete thickness over the top of the beams will be reduced since the deck will not run continuously over the top of the beams. The headed concrete anchors (shear studs) will need to be removed, and the beams will become non-composite. Strengthening of the framing may be required.
- Levels 7-9: Some of the framing was not part of the shop fabricated segment and was able to be installed at the correct elevation. Thus, these levels will have a mix of conditions: composite slab placed per the construction documents and field fixes per Levels 4-6.

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 - Structural Steel Field Modifications

$ 18,800.00 (eighteen thousand and eight hundred dollars)

Structural Engineering	JQi	$15,300
Architectural Coordination	Bennett Partners	$3,500

Agreement

Bennett Partners agrees to perform the services described above and in accordance with the terms and conditions of the original agreement dated 25 January 2022.

Michael J. Bennett AIA
Principal and Chief Executive Officer

Jon Hendrickson
Assistant Director - Construction Services

shaping the built environment

JQ Infrastructure

3017 WEST 7TH STREET, SUITE 400, FORT WORTH, TEXAS 76107
817 546.7200 PHONE
JQENG.COM

07.01.25

Ms. Amanda Schulte, AIA
Associate Principal
Bennett Partners
640 Taylor Street, Suite 2323
Fort Worth, Texas 76102

Re: Additional Services Authorization – Elevator Field Modifications for Floor Elevations
Tim Curry Criminal Justice Center Elevator Addition, Fort Worth, Texas
JQ Project No.: 4220061

Dear Ms. Schulte,

We understand the scope of the required additional services to be field modifications for Levels 1B through Level 9 at Tim Curry Criminal Justice Center in Fort Worth, Texas. It is our understanding that the steel tower was shop fabricated in multi-story segments and spliced in the field. The structural steel was fabricated/installed at the incorrect elevation, which results in the top of the new concrete floor slab to be higher than the existing floor elevation (all levels). It is our understanding that the general contractor is proposing the following modifications:

- Levels 1B – 3:
  - Revise the steel deck depth and concrete thickness to match the exiting floor elevations without any steel modifications.
- Levels 4-6:
  - Lower the elevation of the concrete slab over composite decking to match the existing while keeping the installed framing at the installed elevation. This will require adding steel angles welded to the web of the beams to support the composite decking. The concrete thickness over the top of the beams will be reduced since the deck will not run continuously over the top of the beams. The headed concrete anchors (shear studs) will need to be removed, and the beams will become non-composite. Strengthening of the framing may be required.
- Levels 7-9:
  - Some of the framing was not part of the shop fabricated segment and was able to be installed at the correct elevation. Thus, these levels will have a mix of conditions: composite slab placed per the construction documents and field fixes per Levels 4-6.

The scope of structural engineering services is as follows:

- Analysis of the structural framing at Levels 4-9 to be considered as non-composite in lieu of composite members as designed.
- Analysis of the composite steel deck at Levels 4-9 to be simply supported (single span) in lieu of continuous (3-span or more) as designed.
- Analysis of the thinner slab system at Levels 1B – 3. Supplemental framing to support the deck may be required.
- Strengthening of in-place framing as required for loss of composite action.
- Revise details and plans to match the in-place field conditions.
- Two (2) additional construction observations.

We propose to provide engineering services for a lump sum fee of $15,300.00 inclusive of expenses per the following:

Principal	2 Hours @ $260.00/HR	=	$ 520.00
Project Manager	26 Hours @ $180.00/HR	=	$4,680.00
Senior Project Engineer	54 Hours @ $165.00/HR	=	$8,100.00
Senior Technician	16 Hours @ $165.00/HR	=	$2,000.00
			$15,300.00

The terms and conditions of our base contract will apply to all work performed as part of these additional services. If this proposal is acceptable, please sign and return one copy to our office.

Sincerely,
JQ Infrastructure, LLC
Texas Registered Engineering Firm: 7986



Stephen H. Lucy, PE
Partner

Accepted by:

_____ _____

Bennett Partners Date