



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 12

DATE: 11/5/2024

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICE CONTRACT WITH BENNETT PARTNERS FOR A NEW MONUMENT SIGN FOR THE NEWLY RENAMED ROY CHARLES BROOKS TARRANT COUNTY GOVERNMENT CENTER

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Professional Services Contract with Bennett Partners for a new Monument Sign for the newly renamed Roy Charles Brooks Tarrant County Government Center, located at 3500 Miller Avenue Fort Worth.

BACKGROUND

On October 1, 2024, the Commissioners Court, through Court Order #143961, approved renaming the Tarrant County Miller Avenue Government Center to the Roy Charles Brooks Tarrant County Government Center.

With approval, the project will consist of a new masonry monument sign at the Roy Charles Brooks Tarrant County Government Center. Bennett Partners will provide a design that compliments the existing architecture of the campus. The scope of services shall include, but are not limited to the following:

- Architectural Design and Coordination
- Structural Engineering

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

FISCAL IMPACT

There is no fiscal impact with this request.

| | | | |
|--------------|-----------------------|--------------|----------------|
| SUBMITTED BY | Facilities Management | PREPARED BY: | Misty Foster |
| | | APPROVED BY: | Michael Amador |

25 October 2024

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

**Roy Charles Brooks Tarrant County Government Center - Monument Sign
Proposal for Professional Design Services**

Dear Michael,

Thank you for giving us the opportunity to submit this proposal for a new monument sign in honor of Commissioner Brooks at the newly renamed Roy Charles Brooks Tarrant County Government Center. We have enjoyed working with Tarrant County on past projects and appreciate the opportunity to celebrate Commissioner Brooks' legacy.

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 a new masonry monument sign at the Roy Charles Brooks Tarrant County Government Center. We will work with Tarrant County to select the best location for the new sign and will provide a design that compliments the existing architecture of the campus.

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, with two 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 site surveys.
- Our firm will provide overall design and coordination for the monument sign. We will lead a team of consultants comprised of structural engineers. We have not anticipated the need for other consultants at this stage, but we will work with you if we jointly decide other expertise is needed during the course of the project.
- We are proposing **Frank W. Neal & Associates** to provide structural engineering as a consultant to our firm.
- We understand that the contractor will be selected after documents are completed through a public bid, using the typical Tarrant County Purchasing process.

SCOPE OF WORK

Scope of Services

This proposal includes the services you will need for the completed design for the new monument sign. 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
- Structural Engineering

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 monument sign 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 monument sign requirements
- Enlarged site and floor plans and construction details
- Structural drawings and details
- Coordination and integration of the work of the engineers and other consultants as related to the production of contract documents
- 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 2-3 weeks to complete the construction documents.

FEE PROPOSAL

Compensation and Payment

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

Roy Charles Brooks Tarrant County Government Center - Monument Sign

\$ 0.00 (zero dollars)

Fee Breakdown by Consultant

| | | | |
|---------------------------------------|------------------------|-------------|----------------|
| Architectural Design and Coordination | Bennett Partners | \$ 8,500.00 | |
| Structural Engineering | Frank W. Neal & Assoc. | \$ 3,000.00 | |
| | | <hr/> | |
| | | Sub-total | \$ 11,500.00 |
| <i>In-Kind Services</i> | | | - \$ 11,500.00 |
| | | <hr/> | |
| | | Total | \$ 0.00 |

The fees outlined above exclude reimbursable expenses and the additional services outlined below. 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.

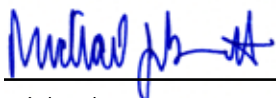
Agreement

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.

**2.
TERM**

This contract commences November 5, 2024 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 zero dollars (\$0.00) and shall not exceed this amount without prior authorization from the County.

| | |
|--------------------------------|----------------------|
| Design Fee | \$11,500.00 |
| In-Kind Services | <u>(\$11,500.00)</u> |
| TOTAL NOT TO EXCEED AMOUNT | \$0.00 |

3.2 PROVIDER shall bill for the Services performed in accordance with this contract.

3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 350, Fort Worth, Texas 76196.

3.4 PROVIDER’S invoice shall detail the Services provided;

3.5 No travel expenses are included in this contract.

PROVIDER understands that PROVIDER shall be responsible for any other expenses incurred by PROVIDER in performing the Services under this contract.

**4.
AGENCY-INDEPENDENT CONTRACTOR**

Neither COUNTY nor any employee thereof is an agent of PROVIDER, and neither PROVIDER nor any employee thereof is an agent of COUNTY. This contract does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

**5.
ASSIGNMENT**

Neither party may assign, in whole or in part, any interest it may have in this contract without the prior written consent of the other party.

**6.
THIRD PARTY BENEFICIARY EXCLUDED**

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party’s agent, or party’s employee, otherwise provided by law.

7.
AUDIT OF RECORDS

PROVIDER'S records for this Project are subject to audit by the COUNTY during the term of this contract.

8.
FORM 1295

PROVIDER acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Exhibit "B" is a full and true copy of said filed form.

9.
GOVERNMENT CODE COMPLIANCE

PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. PROVIDER further represents and warrants that it does not appear on any of the Texas Comptroller's Scrutinized Companies Lists. In accordance with Section 2274.002 of the Texas Government Code, PROVIDER certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. The term "boycott energy" is defined by Texas Government Code Section 809.001(1), effective September 1, 2021, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). In accordance with Section 2274.002 of the Texas Government Code PROVIDER certifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract. Discrimination against a firearm entity or trade association is defined by Texas Government Code Section 2274.001(3), effective September 1, 2021, and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

10.
COMPLIANCE WITH LAWS.

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11.
GENERAL TERMS

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the state and federal courts located in Fort Worth, Texas.

12.
TERMINATION

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:
Michael Amador
Tarrant County Facilities Management
100 W. Weatherford, Suite 350
Fort Worth, TX 76196

PROVIDER:
Michael J. Bennett
Bennett Partners
640 Taylor, Suite 2323
Fort Worth, TX 76102

APPROVED on this day the _____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

PROVIDER:
BENNETT PARTNERS

Tim O'Hare
County Judge

Authorized Signature

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$ _____ :

Auditor's Office