

#15,644

**CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
1984 JAIL BUILDING (CURRENT JUVENILE CENTER)
2700 JOHNSON ST., GREENVILLE, TX.
for HUNT COUNTY**

FILED FOR RECORD
at 11:45 o'clock *a* M

JUL 09 2019

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

This CONTRACT made and entered into on the date last stated below between Hunt County, Texas, hereinafter called "COUNTY", and Brinkley Sargent Wiginton Architects, Inc., hereinafter called "BSW", acting by and through James Wiginton, duly authorized to so act on behalf of BSW. WHEREAS, the COUNTY desires PROFESSIONAL SERVICES in connection with the following project:

STUDY OF EXISTING JUVENILE CENTER BUILDING TO DETERMINE IF THIS FACILITY CAN BE MODIFIED TO ACHIEVE RE-CERTIFICATION AS AN ADULT JAIL BY THE TEXAS COMMISSION ON JAIL STANDARDS

WHEREAS, the COUNTY has determined that BSW has experience in the area involved in the Project and is qualified to perform the work, and BSW is willing to enter into a contract with the COUNTY to perform the ARCHITECTURAL SERVICES desired by the COUNTY in connection with the PROJECT.

THE COUNTY AND BSW AGREE AS FOLLOWS: The COUNTY hereby retains the ARCHITECT (BSW) to perform ARCHITECTURAL SERVICES in connection with the PROJECT described above and as generally indicated in this document.

1. SCOPE OF SERVICES

The scope of ARCHITECTURAL SERVICES to be performed by BSW and their consultants shall be as follows:

1.1 Approach to Project

The overall goal of this study is to determine the following:

- Can the current Juvenile Center Building, located at 2700 Johnson Street, be re-certified by the Texas Commission on Jail Standards to hold adult inmates?

If it is possible to have this facility re-certified, then this study will attempt to answer the following questions:

- What construction work would be required to comply with applicable building codes and the Texas Jail Standards?
- What would be the approximate cost of the required construction?
- Can the building be expanded in the future?
- How many beds would the renovated facility contain?

This study will address only those areas required by the Texas Jail Standards and other applicable codes.

1.2 Scope of Services

Task 1: Facility Re-Certification by Texas Jail Commission

The purpose of Task 1 is to determine if this existing building can be brought into compliance with the Texas Jail Standards and be re-certified to hold adult inmates.

In reviewing what little information we have on the building, it appears there are two major hurdles. There are a number of items to study in Task 2, but we believe those can be resolved. The two major hurdles are:

1. Handicap Accessibility
2. Smoke Removal

Step 1: Handicap Accessibility

There were no H.C. requirements for a jail in the early 1980's, this building is not wheel chair friendly with the stairs. The following work must be done to determine if compliance with Federal and State Standards can be accomplished and how extensive are the required changes:

- Obtain copies of floor plans, if available, from Jail commission and/or city
- Verify required dimensions for accessibility
- Study movement/accessibility of inmates to required areas such as visitation, exercise area program space, building entrance and exiting
- Study movement/accessibility of public to required areas such as visitation, multi-purpose room, public lobby and toilets – starting with access from parking
- Determine requirements for elevator (if any)
- Identify all areas requiring modification and the extent of the modification(s)
- Develop concept plans to illustrate proposed changes
- Review with County Representatives

Estimate of project cost is not part of Step 1. Concept plans are not measured drawings of the entire building.

Step 2: Smoke Removal

It is our understanding that this building has a smoke removal system. What must be studied is the existing system and if it complies with current TCJS standards. MD Engineering will review the following items to determine the scope of work to meet compliance:

- Do the current smoke zones meet the interpretation of TCJS
- How the system reports the location of a smoke event
- Does the existing system meet current codes
- Is the system sized to meet current TCJS testing requirements, which require detection within 60 seconds and clearing of smoke within 15 minutes. Clearing of smoke is confirmed when the fire alarm system does not go off again when reset after 15 minutes
- Size and volumes of spaces will be calculated to verify compliance

Task 2: Overall Building Assessment

The completion of Task 1 will establish if the existing building can overcome the biggest challenges to re-certification by the Texas Jail Commission. Task 2, if required, will identify other code and Jail Standard's deficiencies and operational challenges. Task 2 activities are the only way to quantify the scope and magnitude of the work required to achieve re-certification.

Step 3: Operations

The Sheriff is responsible for jail operations. Should it be possible to bring this building into service for the county, it will make the third building in the jail system. Therefore it is critical to involve the Sheriff and his staff in discussions concerning how this facility would be operated. The following issues would be discussed in Step 3:

- Movement of inmates between jail buildings
- Movement of inmates to visitation, programs and exercise
- Meal and laundry deliveries
- Required accommodations for staff
- Use of any portion of jail by outside agencies
- Processing of jail/inmate visitors (family, attorney, outside agencies)
- Supervision method, documenting observation rounds
- Concerns/perceived operational issues

Step 4: Existing Building Analysis

The work in Step 4 will focus on identifying non-compliant and non-functioning areas within the building. Major areas of focus are architectural, items, structure, mechanical and electrical systems and the security electronics system. The work to be done by the architects and engineers in Step 4 is as follows:

A. Architectural and Security Items

- Identify areas of the jail that do not comply with Jail Standards and Building Code
- Meeting with City Building Official and Fire Marshal to discuss their requirements and concerns
- Meet with County Maintenance Director and staff to discuss their observations and concerns
- Measure areas, and calculate room square footage, as needed to perform evaluation
- Prepare drawings of floor plans (not measured drawings of entire building) – identify areas of non-compliance
- General survey of detention equipment to establish approximate scope of repairs/replacement

B. Structure

Our services will include the following:

1. Review building permit construction drawings at municipality or other agency having regulatory oversight of the project if such files are available.
2. Approximately one (1) site visit(s) to observe the structural framing at each building in order to assess the structural condition of these elements. The observation will be performed from ground level and from safely accessible elevated levels and to the extent that the frames are not covered by finishes.
3. Documentation of observed structural conditions including photographs of typical conditions.
4. Development of recommendations for repairs to address structural deterioration or maintenance.
5. Preparation of a report documenting our observations, findings and recommendations including prioritization of repairs. This report will be sealed by a professional engineer and will be provided in electronic format.

C. Mechanical/Electrical

The task includes the evaluation, assessment and documentation of existing mechanical, electrical, plumbing and fire protection (fire sprinkler and fire alarm) systems and develop a strategy and budget to allow the county to achieve recertification with TCJS and comply with current codes utilizing the existing design and systems. This scope will require MD Engineering to visit the site to confirm equipment manufacturer, model number, size and location. This information will be used to evaluate options for MEP equipment based on anticipated life cycle and current value.

The scope of work for this phase shall consist of:

1. Review existing facility drawings. The Client shall provide drawings, if available, several days prior to the scheduled field visit.
2. Visit the site and visually survey the existing facility. The purpose will be to determine options for existing mechanical, electrical, and plumbing systems and concept ideas for providing a new sloped roof structure over these systems. Existing building MEP systems will be evaluated as to the suitability for re-use after relocation.
3. Existing system and equipment evaluations will be based upon visual survey, communication with maintenance personnel, and engineering experience. Field testing or operational testing, etc., is not included.
4. Prepare the following documentation:
 - a. A report will be provided that includes a Table of Contents and is separated into Sections comprised of the following:
 - 1) Introduction: describes the purpose of the Report/Study and provides necessary background information.
 - 2) Executive Summary: provides a brief overview, written for the non-technical reader, of Report/Study findings and recommendations in summary format.
 - 3) Technical Discussion: provides detailed technical discussion of the basis for the

Report/Study findings and recommendations.

- 4) Appendix: includes back-up materials such as cut sheets, Owner-provided data, etc.

D. Security Electronics

The task includes the evaluation, assessment and documentation of existing electronic security system (ESS) and develop a strategy and budget to allow the county to achieve recertification with TCJS and comply with current codes (life safety- NFPA) utilizing the existing design and systems. This scope will require LattaTech to visit the site to confirm equipment manufacturer, model number, size and location. This information will be used to evaluate options for ESS equipment based on anticipated life cycle and current value.

The scope of work for this phase shall consist of:

1. Review existing facility drawings. The Client shall provide drawings, if available, several days prior to the scheduled field visit.
2. Visit the site and visually survey the existing facility. The purpose will be to determine options for the existing electronic security system.
3. Existing system and equipment evaluations will be based upon visual survey, communication with maintenance personnel, and engineering experience. Field testing or operational testing, etc., is not included.
4. Prepare the following documentation:
 - a. A report will be provided that includes a Table of Contents and is separated into Sections comprised of the following:
 - 1) Introduction: describes the purpose of the Report/Study and provides necessary background information.
 - 2) Executive Summary: provides a brief overview, written for the non-technical reader, of Report/Study findings and recommendations in summary format.
 - 3) Technical Discussion: provides detailed technical discussion of the basis for the Report/Study findings and recommendations.
 - 4) Appendix: includes back-up materials such as cutsheets, Owner-provided data, etc.

The architectural and engineering team will meet with Hunt County representatives to discuss the findings of the study.

The County will have a reasonably clear picture of the feasibility of this project at the completion of Task 2. The County can choose to not have Task 3 and Task 4 performed.

Task 3: Planning

Work performed in Tasks 1 and 2 will have identified building modifications required to qualify for a building permit from the City and re-certification by the Texas Commission on Jail Standards. Some architectural

planning may have occurred during Task 1 to determine handicap accessibility. However, much of the planning cannot occur until the completion of Task 2.

The following outlines work to be completed by BSW Architects and their consultants during Task 3:

- Narratives will be written by each engineer describing work required within their area of expertise
- BSW will perform design studies to determine the most efficient and cost effective manner of meeting the goals of this study
- BSW Architects will study the possibility of expanding the existing building and develop concept site plan drawings to illustrate.
- Present proposed plan (or plans) to representatives of Hunt County
- Make any requested changes to selected plan.
- Meet with Jail Commission to discuss proposed work.
- Make approved modifications (if any) to plan.

The plans and narratives developed during Task 3 will describe and quantify the proposed solution, providing the information required to develop an estimate of probable cost.

Task 4: Budget Development

Utilizing the work performed in Task 3, the consultants will develop an estimate of the probable cost of the work. This estimate will be based on recent construction costs for jails, escalated for inflation to the proposed time for construction. BSW will review cost with Owner and revise as agreed upon.

Task 1 through Task 4 describes all of the work contained in this proposal.

If requested, BSW Architects will make a formal presentation of the work to the Commissioner's Court.

Copies of documents developed during the study will be provided to Hunt County. In the interest of having a lower fee the proposal does not include a written and bound "Final Report". This work could be added if desired by the County.

1.3 COUNTY Representative

The COUNTY shall designate a representative to act as a contact person on behalf of the COUNTY.

2. SCHEDULE

BSW will provide these architectural services in approximately 3 to 4 months upon Notice to Proceed. The COUNTY Judge's signature on this document and its delivery to BSW shall serve as Notice to Proceed. BSW is available to begin work immediately and will schedule the beginning of work with the COUNTY.

The time limits described above do include allowances for reasonable and expected review time by the COUNTY. Delays in the design's critical path caused by review times exceeding those anticipated by BSW's estimated

schedule may cause a need for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

A schedule of completed work showing the percentage complete of each of the items of the scope of work will be submitted each month to the COUNTY for payment.

3. PAYMENT FOR SERVICES

3.1 Terms

Terms used in describing the applicable method of payment for services provided by BSW shall have the meaning indicated below:

Basic Architectural Fee:

Basic ARCHITECTURAL Fee shall mean the cost for the PROFESSIONAL SERVICES provided by BSW, and their consultants in conjunction with the Scope of Services of the PROJECT. Ref. Table 3.2

Reimbursable Expenses:

Reimbursable Expenses shall mean the actual expenses incurred by BSW, and their consultants, in the interest of the PROJECT not covered under the Scope of Services. These include printing, delivery, copies, and travel related to the project. These costs shall be reimbursed at 1.10 times direct expenses.

Additional Services:

Additional services not listed under the Scope of Services, will be provided to the COUNTY on an hourly basis plus reimbursable expenses as agreed in writing at the time such services are authorized. Additional scope can also be defined and a fixed fee developed for that defined scope. Written approval from the COUNTY will be required for any additional services.

3.2 Basis and Amount of Compensation

	Architect	Engineer	Consultant
Task 1			
Step 1	\$10,900	-	\$1,500
Step 2	\$500	\$7,800	-
Total Task 1:		\$20,700	
Task 2			
Step 3	\$3,500	-	-
Step 4A	\$12,000	-	\$4,000
Step 4B	\$500	\$3,000	-
Step 4C	\$500	\$9,800	-
Step 4D	\$500	\$4,400	-
Total Task 2:		\$38,200	
Task 3			
	\$18,000	MEP - \$5,200 SEC. ELEC. - \$2,950	-
Total Task 3:		\$26,150	
Task 4:			
	\$2,000	MEP - \$3,000 SEC. ELEC. - \$2,950	\$4,500
Total Task 4:		\$12,450	
Sub-Totals	\$48,400	\$39,100	\$10,000
*Total Study Fee:		\$97,500	
*Fee Does Not Include Reimbursables			

3.3 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed under Scope of Services, Reimbursable Expenses and Additional Services. These statements shall be prepared by BSW and approved by the COUNTY.

3.4 Delay

If BSW's design services are delayed or suspended in whole or in part by the COUNTY for more than one year for reasons beyond BSW's control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

4. TERMINATION, SUSPENSIONS OR ABANDONMENT

4.1 Termination

The COUNTY or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination or the cause therefore, the COUNTY shall within thirty (30) calendar days of termination remunerate ARCHITECT for services rendered and costs incurred, in accordance with the ARCHITECT'S prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All plans, and other data related to the PROJECT shall become the property of the COUNTY upon termination of the CONTRACT and shall be promptly delivered to the COUNTY in a reasonably organized form. Should the COUNTY subsequently contract with a new Architect for continuation of services on the PROJECT, ARCHITECT shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

4.2 Suspension

If the Project is suspended by the COUNTY for more than 30 consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

4.3 Abandonment

This CONTRACT may be terminated by the COUNTY upon not less than seven (7) days written notice to BSW in the event that the Project is permanently abandoned. If the Project is abandoned by the COUNTY for more than ninety (90) consecutive days, BSW or the COUNTY may terminate this CONTRACT by giving written notice.

4.4 Failure to Pay

Failure of the COUNTY to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the COUNTY fails to make payment to ARCHITECT within thirty (30) days of a statement for services properly performed, BSW may, upon fourteen (14) days written notice to the COUNTY, suspend performance of services under this CONTRACT. Unless BSW receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, BSW shall have no liability to the COUNTY for delay or damage caused the COUNTY because of such suspension of services.

5. GENERAL CONSIDERATIONS

5.1 Professional Standards

Services performed by BSW under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. BSW shall comply with the applicable laws and rules of the current "Texas Architectural Practice Act".

The COUNTY's approval, acceptance, use of or payment for all or any part of BSW's services herein under or of the project itself shall in no way alter BSW'S obligations or the COUNTY's rights thereunder.

5.2 Progress and Performance

The provisions of this CONTRACT and the compensation BSW have been agreed to in anticipation of continuous and orderly progress through the completion of BSW's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which BSW has no control. If BSW's services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless BSW elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of BSW, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

5.3 COUNTY Control

It is understood and agreed that the COUNTY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until BSW is instructed to proceed with the work.

5.4 Independent Agent

BSW and the COUNTY agree that BSW and any officer, employee or agent of BSW, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the COUNTY.

5.5 Compliance with Laws

BSW shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

5.6 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the COUNTY.

5.7 Insurance

BSW shall maintain insurance for the duration of this Agreement.

5.8 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by BSW pursuant to this contract shall become the property of the COUNTY. BSW may retain copies of all documents. Any reuse of the documents shall conform to The Texas ARCHITECTURAL Practice Act.

5.9 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Hunt County, Texas.

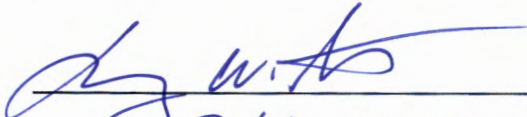
5.10 Complaints and Grievances

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.

6. DOCUMENT EXECUTION

The parties have executed this CONTRACT as of the 9th day of July, 2019.

HUNT COUNTY, TEXAS

By: 
Name & Title: Bobby W. Stovall, County Judge.

**ARCHITECT
BRINKLEY SARGENT WIGINTON ARCHITECTS**

By: _____
James Wiginton, AIA, Executive V.P.

Date: _____



5000 Quorum, Suite 600
Dallas, Texas 75234
T 972.960.9700
www.BSW-Architects.com

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HUNT COUNTY, TEXAS

By: [Signature]
Name & Title: Bobby W. Stovall, County Judge.

ARCHITECT
BRINKLEY SARGENT WIGINTON ARCHITECTS

By: [Signature]
James Wiginton, AIA, Executive V.P.

Date: 7/10/19

FILED FOR RECORD
at 9:00 o'clock 2 M

JUL 22 2019

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]