



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145237

PAGE 1 OF 6

DATE: 5/20/2025

**SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT WITH KOMATSU ARCHITECTURE FOR THE LAW ENFORCEMENT TRAINING CENTER RENOVATION PROJECT AT THE RESOURCE CONNECTION**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider Amendment No. 1 to the professional services contract with Komatsu Architecture for the Law Enforcement Training Center Renovation Project at the Resource Connection.

**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 projects. 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, per contract terms. 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. Komatsu Architecture 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 December 5, 2023, the Commissioners Court, through Court Order #142250, approved an architectural and engineering contract with Komatsu Architecture in the amount of \$1,993,602.00 for the Law Enforcement Training Center Renovation Project at the Resource Connection.

During the demolition phase of construction, asbestos-containing waterproofing was discovered within structural wall assemblies that were originally designated to remain in place. The unanticipated discovery of asbestos requires the removal and remediation of these walls, along with additional design services to address the structural changes.

With approval of Amendment No. 1, Komatsu Architecture will provide additional design services, including but not limited to:

- Design and Document Wall Replacement
- Mechanical, Electrical, Plumbing, Data, and Structural

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

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



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145237 DATE: 5/20/2025 PAGE 2 OF 6

## **FISCAL IMPACT**

The total for Amendment No. 1 is \$28,336.00 and will increase the total contract price from \$1,993,602.00 to \$2,021,938.00. Funding in the amount of \$28,336.00 is available in account CARPA-2025/Earmark 500000896.

Original Contract Total	\$1,993,602.00
Amendment No. 1	\$ 28,336.00
Revised Contract Total	\$2,021,938.00

STATE OF TEXAS                   §            **AMENDMENT NO. 1 – ARCHITECTURAL AND**  
  §            **ENGINEERING CONTRACT BETWEEN TARRANT**  
COUNTY OF TARRANT       §            **COUNTY AND KOMATSU ARCHITECTURE**

**AMENDMENT NO. 1**

**WHEREAS**, on December 5, 2023 (Court Order No. 142250), the Tarrant County Commissioners Court (“COUNTY”) approved an architectural and engineering contract (“Contract”) with Komatsu Architects, (“PROVIDER”) for the Law Enforcement Training Center Renovation Project, 1500 and 5051 Circle Drive in Fort Worth, Texas and

**NOW, THEREFORE**, the COUNTY and PROVIDER hereby agree to the following Amendment No. 1 to the Agreement, for additional architectural and engineering services by Komatsu Architecture as requested by the owner during the design phase of the project. Amendment No. 1 reflects the additional service compensation to cover work described within this proposal, said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. The Proposal for architectural dated May 1, 2025, from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, forms the contract between the parties.

**12.**  
**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.

**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.

The Services to be provided by the PROVIDER as outlined more specifically in Exhibit “A” shall include, but are not limited to, the following:

**Unanticipated discovery of asbestos containing materials requiring design services for remedy (Building 1500)**

During the demolition phase of the construction effort, asbestos containing waterproofing was discovered within structural wall assemblies originally designated to be modified but to substantially remain in place. The necessary remediation removes these walls. Additional design services are required in order to replace the remediated walls and structure.

Komatsu Architecture	\$10,336.00
JQ Infrastructure (Structural Engineering)	\$15,000.00
Summit Consultants (MEP Engineering)	<u>\$ 3,000.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$28,336.00

The COUNTY will pay no more than \$28,336.00 for these additional services as further described in the attached proposal incorporated into this Amendment as Exhibit "A".

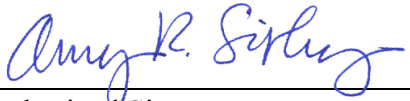
All other conditions and requirements of said Agreement remain in full force and effect for the duration of the Agreement period, unless amended in writing and agreed upon by both parties.

**SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

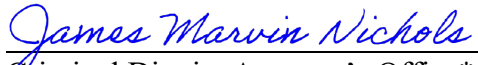
**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER:  
KOMATSU ARCHITECTURE**

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

  
\_\_\_\_\_  
Authorized Signature

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Criminal District Attorney's Office\*

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

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_

\_\_\_\_\_  
Auditor's Office

Date: \_\_\_\_\_



KOMATSU  
ARCHITECTURE

May 1, 2025

Mr. Jon Hendrickson  
Assistant Director Construction Services  
Tarrant County Facilities Management  
200 Taylor Street, Suite 344  
Fort Worth, TX 76196

RE: KA Scope Modification for LETC Renovation

Mr. Hendrickson,

The attached fee proposal for the LETC Renovation is for added design effort due to discovered unforeseen conditions which require redesigning the east and west end walls of the facility.

Due to the discovery of asbestos in existing walls, the existing walls had to be demolished. Our additional effort will include documentation of new replacement wall construction, any required detailing, structural, mechanical, electrical, and plumbing redesign.

As stated on our fee sheet the basis of our proposal includes

- Architectural review, documentation, and coordination of wall replacement
- MEP rework of drawings to update power/data/plumbing/mechanical as required with existing wall demolition and rebuild
- Structural analysis of building due to removal of CMU end walls
- Design of structural braces and lateral connections
- Confirmation of existing column and foundation piers, steel, and miscellaneous connections
- Structural additional construction administration effort

Please do not hesitate to let me know if you have any questions or need additional information.

Sincerely,

Amy R. Sibley  
Komatsu Architecture  
Vice President, Director of Interior Design

# Komatsu Architecture Fee Proposal

Tarrant County Law Enforcement Training Center - BUILDING 1500 END WALL REPLACEMENT  
 April 3, 2025

Activity	Labor and Hourly Rates									TOTAL
	Project Manager	Project Architect	Drafter	Position 4	Position 5	Position 6	Position 7	Position 8	Position 9	
	\$252.00 /hr	\$180.00 /hr	\$136.00 /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	
<b>Architectural</b>										
Design and document wall replacement	8	16	40							\$ 10,336
										\$ -
										\$ -
										\$ -
<b>Consultants</b>										
Mechanical, Electrical, Plumbing, Data										\$ 3,000
Structural										\$ 15,000
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
<b>Reimbursable Expenses - Estimate Not to Exceed</b>										
<b>Total Lump Sum Fee</b>	8	16	40	-	-	-	-	-	-	\$ 28,336
<b>Reimbursable Expense Estimate</b>										\$ -
<b>Total Contract Cost</b>										\$ 28,336

**Basis of Proposal**

1. Architectural review, documentation, and coordination of wall replacement
2. Prime mark up deleted and hours for consultant management and coordination moved to PM
3. MEP rework of drawings to update power/data/plumbing/ mechanical as required with existing wall demolition and rebuild
4. Structural analysis of building with removal of CMU end walls
5. Structural additional braces and lateral connections
6. Structure confirmation of existing column and foundation piers
7. Structural steel and miscellaneous connections
8. Structure construction administration additional time to review