

STATE OF TEXAS § **AMENDMENT NO. 1 – CDBG-CV CONTRACT FOR**
 § **ARCHITECTURAL SERVICES**
COUNTY OF TARRANT §

AMENDMENT NO. 1

WHEREAS, on September 20, 2022 (Court Order No. 139150), the Tarrant County Commissioners Court (“OWNER”) approved a Professional Services contract (“Agreement”) with Melchiors Architecture, Inc. (“ARCHITECT”) for the Richland Hills Library ADA Improvements Project (“Project”) for the City of Richland Hills, Texas.

NOW, THEREFORE, the OWNER and ARCHITECT hereby agree to the following Amendment No. 1 to the Agreement, for additional compensation due to excess professional services rendered as a result of project delays during the construction phase which occurred at no fault of OWNER or ARCHITECT. Amendment No 1. Reflects the additional service compensation to cover work completed above and beyond what was anticipated in the original Agreement.

I. BASIC AGREEMENT

The OWNER agrees to employ the ARCHITECT and the ARCHITECT agrees to perform professional Architectural services in connection with the Project as stated in the sections to follow, and for rendering such services, the OWNER agrees to pay to the ARCHITECT the lump sum of thirty thousand dollars (\$30,000.00) paid in increments as provided for in Section VI. The OWNER agrees to pay additional compensation of \$5,580.00 for additional services provided because of project delays during the construction phase.

Original Agreement Amount	\$30,000.00
<u>Amendment No. 1 Amount</u>	<u>\$ 5,580.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$35,580.00

ARCHITECT, as an independent contractor and professional consultant in its relationship with OWNER, agrees to perform all professional services for the Project as set forth in this Contract and in the Letter of Qualification for Architectural Professional Services, dated August 16, 2022, attached to, and made a part of this Contract as **Exhibit A**. In the event of any conflict between the terms of the Letter of Qualification and this Contract, the terms of this Contract shall control. ARCHITECT agrees to perform services and act as a professional consultant for the following proposed activities:

Remove ADA barriers to the exterior and interior of the Richland Hills Library. The accessibility ramp and transition platform have a two-plane slope that needs to be corrected. That correction will change the split approach, both from the parking lot and the plaza. Additionally, the ramp from the transition platform to the entrance platform will need to be replaced for a seamless, fully accessible route to the library front doors. Interiorly, the two public access restrooms near the entrance have an older two stall design that creates a very

cramped areas between the walls and partitions. To correct this, remodel the restrooms to be family style restrooms with only one toilet per room instead of two, which would allow for the necessary space for a fully accessibility sink, toilet, and changing station. The bathrooms would also have touchless faucets, soap dispensers and paper towel dispensers. The proposed activities are hereinafter referred to as the "PROJECT," located at 6724 Rena Drive in the City of Richland Hills, County of Tarrant and identified by number B-20-UW-48-0001-52-30.

II. NO BOYCOTT OF ISRAEL

Melchiors Architecture, Inc. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Architect verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

(b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Architect warrants and represents that: (1) neither Architect nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Architect nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Architect nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Architect further represents and warrants that neither Architect nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

(c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Architect verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) 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).

(d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Architect verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity

or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) 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.

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 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.

This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

Compliance with Laws. In providing the services required by this Agreement, Architect 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. Architect shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

[END OF AMENDMENT]

SIGNED AND EXECUTED this _____ day of _____, 2024.

TARRANT COUNTY, TEXAS
(OWNER)

MELCHORS ARCHITECTURE, INC.
(ARCHITECT)

BY: _____
COUNTY JUDGE

BY: 
AUTHORIZED REPRESENTATIVE

FUNDS CERTIFIED AVAILABLE BY:

TARRANT COUNTY AUDITOR

Craig M. Price

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.

RICHLAND HILLS PUBLIC LIBRARY ACCESSIBILITY IMPROVEMENTS

MEL/ARCH Studio - Project PC22013

Contract Administration Phase Time Activities by Employee Detail

Activity: March 14, 2023 - January 30, 2024

PC22013 Tarrant County Community Development - Richland Hills Library Renovation		
Client Representatives: Megan E. Morris / Brad L. Hearne		
Activity Date	Memo/Description	Duration
Michael Godfrey		
03/14/2023	Pre-Construction Conference	1.5
03/21/2023	Submittal review.	0.5
03/28/2023	Processing submittals and RFI's	1.5
04/04/2023	Review and Responding to submittals. Getting color selections from City.	1.5
04/05/2023	Review and Responding to submittals. Getting color selections from City.	1
04/07/2023	Review and Responding to submittals. Getting color selections from City.	1.5
04/11/2023	Submittals, City delay re: color selections.	1
04/18/2023	Submittal follow up.	1
04/25/2023	Continued follow up re: submittals, contractor's schedule and schedule of amounts.	0.5
05/02/2023	Continue to process submittals. Zoom meeting with contractor, County and City to get agreements about finalizing submittal reviews and requested changes.	2
05/09/2023	Review Submittals, follow up emails.	1
05/12/2023	Review Submittals, follow up emails.	1
05/15/2023	Review Submittals, follow up emails. Conf call to finalize City selections and requests.	1
05/16/2023	Review Submittals, follow up emails. Conf call to finalize City selections and requests.	0.5
05/19/2023	Review Submittals, follow up emails. Conf call to finalize City selections and requests.	1.5
05/22/2023	Complete review of City changes.	0.25
05/23/2023	Complete review of City changes.	0.25
05/25/2023	Complete review of City changes.	0.5
05/26/2023	Complete review of City changes.	1
05/31/2023	email.	0.25
06/01/2023	email.	0.25
06/07/2023	Responded to RFI re: Ramp Slope compliance. Still attempting to finalize Owner requested changes. Call to Brad update.	1.5
06/08/2023	Responded to RFI re: Ramp Slope compliance. Still attempting to finalize Owner requested changes. Call to Brad update.	0.5
06/09/2023	Responded to RFI re: Ramp Slope compliance. Still attempting to finalize Owner requested changes. Call to Brad update.	0.25
06/13/2023	CA	1.5
06/20/2023	Work continues. Expect to have all City changes resolved this week.	1
07/10/2023	Emails with contractor for update of status.	0.5
07/18/2023	Site Visit and verification of payment application No. 1.	1
07/27/2023	Respond to Emails & RFI	0.5
08/01/2023	Site visit, process pay app, and 2 change orders.	1.5
08/08/2023	Process Change Orders and Pay app.	1
08/15/2023	Progress update from Contractor.	0.25
08/21/2023	Follow up on progress. Schedule TDLR inspection.	0.5
08/24/2023	Follow up on progress. Schedule TDLR Inspection.	1.5
08/28/2023	Arrange ADA request for inspection with TDLR, process payment application.	1
08/29/2023	Arrange ADA request for inspection with TDLR, process payment application.	0.5
09/05/2023	Coordinate ADA inspection, schedule punch-list and final inspections.	2
09/12/2023	Call with Contractor re: update status, problems, schedule to finish, etc.	0.75
09/18/2023	Emails re: job progress and inspection scheduling.	0.5
09/25/2023	Request ADA inspection, final inspection with Contractor, City and County	0.25
10/02/2023	Pay App No3 review and forward. Final Inspection cancelled, emails to reschedule. Follow up on ADA inspection.	0.5
10/03/2023	Pay App No3 review and forward. Final Inspection cancelled, emails to reschedule. Follow up on ADA inspection.	1
10/05/2023	Pay App No3 review and forward. Final Inspection cancelled, emails to reschedule. Follow up on ADA inspection.	1
10/09/2023	Process and forward Pay App No 3, prepare Change Order No. 1 for project close out. Conduct Final Inspection and Acceptance. Follow up on ADA inspection.	1

10/11/2023	Site visit. Process and forward Pay App No 3, prepare Change Order No. 1 for project close out. Conduct Final Inspection and Acceptance. Follow up on ADA inspection.	2
10/12/2023	Process and forward Pay App No 3, prepare Change Order No. 1 for project close out. Conduct Final Inspection and Acceptance. Follow up on ADA inspection.	1.5
10/13/2023	Process and forward Pay App No 3, prepare Change Order No. 1 for project close out. Conduct Final Inspection and Acceptance. Follow up on ADA inspection.	4
10/16/2023	Prep Change Order. Reviewed our project time to request add service fees. Reinspect project for completion and acceptance by owner.	1
10/17/2023	Prep Change Order. Reviewed our project time to request add service fees. Reinspect project for completion and acceptance by owner.	1
10/19/2023	Prep Change Order. Reviewed our project time to request add service fees. Reinspect project for completion and acceptance by owner.	0.5
10/24/2023	Several emails re: schedule for completion.	0.5
10/27/2023	Several emails re: schedule for completion.	0.5
10/30/2023	Several emails re: schedule for completion.	0.5
10/31/2023	Several emails re: schedule for completion.	0.25
11/01/2023	Several emails re: schedule for completion.	0.25
11/07/2023	Review City requested changes. Advise County. Join on site meeting via phone. Contractor is repurchasing wallpaper to reinstall due to poor workmanship.	2
11/10/2023	Review City requested changes. Advise County. Join on site meeting via phone. Contractor is repurchasing wallpaper to reinstall due to poor workmanship.	0.5
11/11/2023	Review City requested changes. Advise County. Join on site meeting via phone. Contractor is repurchasing wallpaper to reinstall due to poor workmanship.	1
11/13/2023	Assisting in getting the project finished.	1
12/01/2023	Prepare change order and Add Svc request.	1.5
12/04/2023	Prepare change order and Add Svc request.	2
01/05/2024		1
Total for James M. Godfrey		60.5
Ramiro Rodriguez III		
04/04/2023	04/04 - Worked on revisions with Michael.	1
Total for Ramiro Rodriguez III		1
	TOTAL CA PHASE HOURS	61.5