

STATE OF TEXAS           §  
                                          §  
COUNTY OF TARRANT   §

**PROFESSIONAL SERVICES CONTRACT**

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Komatsu Architecture, hereinafter referred to as PROVIDER, for the purpose of providing professional architectural and engineering services which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

**1.  
SCOPE OF SERVICES**

PROVIDER shall provide professional architectural and engineering services (the “Services”) for Cold Springs Jail Renovation project, 1815 Cold Springs Road, Fort Worth, Texas (the “Project”), said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. This Professional Services Contract (PSC), and with the Proposal for architectural and engineering services dated October 8, 2023 from PROVIDER, shown in Exhibit “A”, forms the contract between the parties.

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

1. Program validation
2. Review project information developed to date
3. Review and document existing site conditions
4. Review site zoning requirements
5. Provide construction documentation with progress reviews at 30%, 60%, and 90% progress
6. Anticipate the following sub-consultants
  - a. MEP, Data
  - b. Security/Jail
  - c. Civil
  - d. Structural
  - e. Fire Protection/Life Safety
  - f. Security Technology
  - g. Kitchen
  - h. Landscape
  - i. Elevator
  - j. Cost
  - k. Registered Accessibility Specialist
7. Design progress submittals
  - a. 30% Construction progress
    - i. Opinion of probable construction cost
    - ii. Draft specifications TOC
  - b. 60% Construction progress
    - i. Opinion of probable construction cost
    - ii. Draft specifications
  - c. 90% Construction progress
    - i. Opinion of probable construction cost
    - ii. Draft specifications
  - d. Final bidding documentations
  - e. All submittal documents in electronic format
  - f. Construction

- g. Included up to 8 meetings
- 8. Aid in permit process
  - a. Assume permit process through third party X Team
  - b. Permit costs by Tarrant County
- 9. Review and address contractor questions during bidding phase
- 10. Construction Administration
  - a. Review of construction submittals and contractor requests for information for base bid
    - i. 1 review of contractor provided submittals and 1 review of corrected submittal if required
  - b. Monthly review of contractor's pay application
  - c. Up to 24 site visits during construction – 1 person = 1 site visit
    - i. Monthly field reports at pay application review.
    - ii. Quantity assumes on-site meetings monthly during construction
  - d. Up to 4 site visits by Structural consultant during construction in addition to final inspection
  - e. Up to 6 site visits by MEP consultant during construction in addition to final inspection
  - f. Excludes Civil site visits
  - g. 1 final inspection and report
  - h. 1 final review for final inspection compliance
  - i. Review of contractor provided closeout documents submittal for completeness and compliance with contractor submittals
- 11. Deliverables
  - a. Electronic progress submittals at 30%, 60% and 90% for County review and comment
  - b. Progress opinion of probable construction cost at 30%, 60% and 90% for County review and comment
  - c. Bidding documents to include drawings and specifications at final submittal
  - d. 1 electronic drawing set for TAS review
  - e. All submittals in electronic format

## 2. TERM

This contract commences October 17, 2023 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 one million two hundred seventeen thousand four hundred and forty-four dollars (\$1,217,444.00) and shall not exceed this amount without prior authorization from the County.

SD Programming Phase	\$ 28,140
Design Development Phase	\$ 277,718
Construction Documents Phase	\$ 648,009
Bidding Phase	\$ 27,880
Construction Administration Phase	\$ 189,314
OPC -at 30%, 60%, & 90% Submittals	\$ 40,383
Reimbursables	<u>\$ 6,000</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$1,217,444

- 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 PROVIDER'S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. Reimbursable expenses will not exceed \$6,000.00. Expenses will be invoiced at Actual cost. Supporting receipt documentation must be submitted. All unused allowances will be returned to Tarrant County.
- 3.6 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. 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.

## **11. 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:

## 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.

COUNTY:

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

PROVIDER:

Karl Komatsu  
Komatsu Architecture  
3880 Hulen Street, Suite 300  
Fort Worth, Texas 76107

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**KOMATSU ARCHITECTURE  
PROVIDER**



\_\_\_\_\_  
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 AVAILABLE FUNDS IN THE AMOUNT OF \$\_\_\_\_\_:*

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

**Tarrant County Cold Spring Jail Renovation  
Statement of Work  
08 October 2023**

**Project Description**

Project scope includes design for Tarrant County Cold Spring Jail Renovation located at 1815 Cold Springs Road, Fort Worth, Texas 76196. Anticipated functions include, but are not limited to, building renovation required to convert the south wing to a medium-security housing unit. Texas Commission on Jail Standards for medium security requirements are to be implemented within the existing facility.

The existing building is a 60,600 square foot 2 story building. KA will aid Tarrant County in development of the overall project cost with added contingencies, fees, and anticipated soft costs. Scope includes development of a conceptual plan to accommodate determined requirements and design to implement project developed. Project assumes need to include an elevator shaft with two elevators (one sized for freight) within the building. Project scope includes recommendations documented in TC report dated 29 August 2023, performed by others.

The project includes upgrade of existing minimum security jail functions located in the north wing of facility up to medium security standards and to include an add alternate for renovation of the south wing of the facility from existing classroom functions to medium security jail standards. The renovation project will also update existing jail functions currently in use to appropriate standards and capacity to accommodate the upgraded possible jail capacity.

The existing facility is currently unused. Construction may be phased to accommodate completion of north wing and exterior improvements prior to construction effort start on the south wing.

**Scope of Work**

1. Program validation
2. Review project information developed to date
3. Review and document existing site conditions
4. Review site zoning requirements
5. Provide construction documentation with progress reviews at 30%, 60% and 90% progress
6. Anticipate the following sub-consultants
  - a. MEP, Data
  - b. Security/Jail
  - c. Civil
  - d. Structural
  - e. Fire Protection/Life Safety
  - f. Security Technology
  - g. Kitchen
  - h. Landscape
  - i. Elevator
  - j. Cost
  - k. Registered Accessibility Specialist

**Tarrant County Cold Spring Jail Renovation**  
**Statement of Work**  
**08 October 2023**

7. Design progress submittals
  - a. 30% Construction progress
    - i. Opinion of probable construction cost
    - ii. Draft specifications TOC
  - b. 60% Construction progress
    - i. Opinion of probable construction cost
    - ii. Draft specifications
  - c. 90% Construction progress
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    - ii. Draft specifications
  - d. Final bidding documentations
  - e. All submittal documents in electronic format
  - f. Construction
  - g. Included up to 8 meetings
8. Aid in permit process
  - a. Assume permit process through third party X Team
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10. Construction Administration
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  - b. Monthly review of contractor's pay application
  - c. Up to 24 site visits during construction – 1 person = 1 site visit
    - i. Monthly field reports at pay application review.
    - ii. Quantity assumes on-site meetings monthly during construction
  - d. Up to 4 site visits by Structural consultant during construction in addition to final inspection
  - e. Up to 6 site visits by MEP consultant during construction in addition to final inspection
  - f. Excludes Civil site visits
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**Basis of Proposal**

**Tarrant County Cold Spring Jail Renovation  
Statement of Work  
08 October 2023**

1. County provided front end specifications
2. Assumes non-phased construction
3. Owner generated changes during beyond 60% progress submittal and during construction will be invoiced based on hourly rates
4. Assumes project clear of hazardous materials
5. Assumes existing minimum-security facility located in south wing
6. Assumes design add alternate to upgrade existing unfinished wing (assumed north) to medium security facility

**Excluded from Fee**

1. Construction Administration for add alternates
2. Commissioning services for building and systems
3. Permitting costs
4. Hazardous materials survey
5. LEED documentation and/or certification
6. Engineering services not identified in scope
7. Design or Engineering Sub Consultant services not identified above
8. Geotechnical investigation/report
9. Services not identified I scope
10. Hazardous materials testing
11. Test and balance

**Owner Provided**

1. Existing as-built building/site documentation
2. Roofing consultant
3. Existing Cold Springs Jail report dated 29 August 2023
4. Materials testing
5. Geotechnical investigation and report
6. Topographic survey
7. IT, Security and AV point of service and power needs

**Fee Breakdown for Deliverable Invoicing**

Conceptual/Schematic Design -Program Validation	\$28,140
Design Development – 30% Construction Submittal	\$277,718
Construction Drawings – Through Final Submittal	\$648,009
Bidding Phase – Through Award	\$27,880
Construction Administration	\$189,314
OPC – at 30%, 60%, and 90% submittals	\$40,383
Reimbursables – Estimate to Cover Permitting Process	\$6,000
<b>TOTAL AMOUNT</b>	<b>\$1,217,444</b>

## Komatsu Architecture Fee Proposal

Tarrant County Cold Springs Jail Renovation  
October 8, 2023

Activity	Labor and Hourly Rates							TOTAL
	Project Architect	Architect II	Drafter	Specification	Position 7	Position 8	Position 9	
	\$ 167.00 /hr	\$ 152.00 /hr	\$ 118.75 /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	
<b>Architectural</b>								
Program Validation	60	60						\$ 28,140
Design	660	1200	1400					\$ 490,370
Permit and Bidding	80	60						\$ 27,880
Construction Administration	160	240	80					\$ 90,700
Specifications	100	100						\$ 40,900
								\$ -
<b>Consultants</b>								
Mechanical, Electrical, Plumbing, Data								\$ 239,580
Structural								\$ 31,350
Cost								\$ 40,383
Security Technology								\$ 39,710
Civil								\$ 15,675
Landscape								\$ 6,050
Kitchen								\$ 27,500
Fire Protection								\$ 45,144
Life Safety								\$ 35,812
Elevator								\$ 35,750
RAS								\$ 16,500
<b>Reimbursable Expenses - Estimate Not to Exceed</b>								
Permit Processing via X Team								\$ 6,000
<b>Total Lump Sum Fee</b>	<b>1,060</b>	<b>1,660</b>	<b>1,480</b>	<b>-</b>				<b>\$ 1,211,444</b>
<b>Reimbursable Expense Estimate</b>								<b>\$ 6,000</b>
<b>Total Contract Cost</b>								<b>\$ 1,217,444</b>

### Basis of Proposal

1. Based on attached SOW dated 08 October 2023
2. Tarrant County provided report dated 29 August 2023

**KOMATSU ARCHITECTURE**  
**LABOR COSTS & BILLING RATES**  
Effective October 1 2023 to September 30 2024  
**Attachment**

<b>POSITION</b>	<b>LABOR COST*</b>		<b>BILLING RATE</b>	
<b>Project Management</b>	Range		Range	
Vice President, Principal	\$93.75	\$135.00	\$225.00	\$300.00
Proj Manager; Project Director	\$78.25	\$87.50	\$173.22	\$216.72
Proj Architect I	\$73.00	\$75.25	\$162.00	\$167.00
<b>Project Coordinator Level</b>				
Architect II	\$65.25	\$68.50	\$144.75	\$152.00
Senior Technical I	\$58.00	\$61.25	\$128.75	\$135.98
<b>Technical Staff Level</b>				
Drafter II	\$49.25	\$53.50	\$109.34	\$118.75
Drafter III	\$40.75	\$45.00	\$90.50	\$100.00
Tech Spec Support	\$34.75	\$37.25	\$77.00	\$82.75
<b>Project Specialist Level</b>				
Estimator	\$85.00		\$190.00	\$0.00
LEED Mgt Prog Mgr	\$69.50		\$154.00	\$0.00
Interior Designer	\$65.25		\$144.75	\$0.00
Facility Mgt Data Coord	\$36.00		\$80.00	\$0.00
Space Planner	\$32.50		\$72.00	\$0.00
Construction Administrator	\$68.50		\$152.00	\$0.00
Construction Field Observer	\$58.00		\$128.75	\$0.00
Quality Control Reviewer	\$73.00		\$162.00	\$0.00

\*Labor rates are Salary/Hr plus mandatory Payroll and Benefit Additives

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party. ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
 of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**