

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT**

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and GSBS Architects, 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 the 3<sup>rd</sup> and 4<sup>th</sup> floor renovation project of the 350 W. Belknap building, Fort Worth (the “Project”), said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. The Proposal for architectural dated April 8, 2022 from PROVIDER, shown in Exhibit “A” and the Compliance with State Law & Federal Law, Regulations and Executive Orders Addendum (“Addendum”) attached as “Exhibit B” form the contract between the parties. This PSC takes precedence over any conflicting language in the Proposal.

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

**1.1 General**

- a. GSBS’s Basic Architectural Services consist of those described in this proposal and include usual and customary structural, mechanical, fire protection and electrical engineering services. Services not set forth in this proposal are Additional Services.
- b. GSBS shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. GSBS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- c. Scope of offsite utilities is upgrade of fire protection line from existing city water main, as required. All other utilities servicing the existing building are anticipated to be adequate for building future use.
- d. GSBS shall manage its services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- e. GSBS shall coordinate its services with those services provided by the Owner and the Owner’s consultants, if any. GSBS shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants.

**1.2 Design Development Phase Services**

- a. Based on the previously approved Schematic Design Documents GSBS shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- b. GSBS shall submit the Design Development Documents to the Owner and request the

Owner's approval to continue to Construction Documents.

### **1.3 Construction Documents Phase**

- a. Based on the Owner's approval of the Design Development Documents, GSBS shall prepare Construction Documents for the Owner's approval that illustrate and describe the further development of the approved Design Development Documents and consisting of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and GSBS acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which GSBS shall review as described below. Submission of Construction Documents will be at 75%, 95% and 100% progression of the project.
- b. GSBS shall incorporate the design requirements, review comments and permit holds of governmental authorities having jurisdiction over the Project into the Construction Documents during design and building permit review. GSBS will submit and file for the building permit with the City of Fort Worth on this project.
- c. GSBS shall provide the services of a Registered Accessibility Specialist for the Project including the direct costs of registration, plan review and inspection fees.

### **1.4 Bidding Phase Services**

- a. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- b. GSBS shall assist the Owner in bidding the Project by participating in a pre-bid conference for prospective bidders. GSBS shall prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.
- c. If the Bidding Documents permit substitutions, upon the Owner's written authorization, GSBS shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **1.5 Construction Phase Services**

- a. GSBS shall provide administration of the Contract between the Owner and the Contractor as set forth below. GSBS shall advise and consult with the Owner during the Construction Phase Services. GSBS shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall GSBS be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In performing the Construction Phase Services, GSBS shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- b. Evaluations of the Work: GSBS shall visit the site at intervals appropriate to the stage of construction, or as otherwise indicated below, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

Number of Site Visits: 62 Total

GSBS shall provide site observation visits at four (4) per month at an estimated construction schedule of 14 months (56 visits). In addition to the site visits listed GSBS shall attend one (1) Discovery meeting, one (1) Pre-bid meeting, one (1) Bid Administration/Analysis Meeting, one (1) Scope review meeting with successful Bidder, and one (1) Pre-construction Meeting.

- c. Applications for Payment: GSBS shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. GSBS's certification for payment shall constitute a representation to the Owner, based on GSBS's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of GSBS's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
- d. The issuance of a Certificate for Payment shall not be a representation that GSBS has (1) reviewed construction means, methods, techniques, sequences or procedures, (2) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- e. Shop Drawings and Submittals: GSBS shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- f. Requests for Information: GSBS shall review and respond to properly prepared and researched requests for information about the Contract Documents.
- g. Changes in the Work: GSBS shall prepare Change Orders and Construction Change Directives (if the Contract Documents allow) for the Owner's approval and execution in accordance with the Contract Documents.
- h. Project Completion: GSBS shall conduct an inspection to determine the date of Substantial Completion and the date of final completion, issue a Certificate of Substantial Completion and, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

#### **1.6 Supplemental Services**

- a. In addition to the Basic Services outlined above, GSBS shall provide the following Supplemental Services, required for the Project:
  - 1. Furniture, Fixtures and equipment selections, specifications, procurement coordination and installation coordination provided as a separate bid package;
  - 2. Design and documentation of Security Access Control Systems and CCTV;
  - 3. Design and documentation of Audio/Visual Systems.
  - 4. Permitting: Submit construction documents to seek permitting; address and respond to AHJ review comments to obtain construction documents approval for permitting. Payment of fees to obtain permitting shall be by owner.
  - 5. Final CAD & PDF Files

#### **1.7 Additional Services**

- a. Except for services required due to the fault of GSBS, any Additional Services shall entitle GSBS to an appropriate adjustment in compensation and schedule.
- b. Upon recognizing the need to perform Additional Services, GSBS shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. GSBS shall not proceed to provide the Additional Services without written authorization, which shall not be unreasonably withheld. Additional services will be billed hourly at the standard GSBS rates or an agreed upon lump sum.

### **1.8 Owner's Responsibilities**

- a. The Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's objectives for schedule and budget for the Project.
- b. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the GSBS's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of GSBS's services.
- c. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- d. The Owner shall include GSBS in all communications with the Contractor that relate to or affect GSBS's services or professional responsibilities. The Owner shall promptly notify GSBS of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with GSBS's consultants shall be through GSBS.
- e. The Owner shall provide GSBS access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide GSBS access to the Work wherever it is in preparation or progress.
- f. The Owner shall provide:
  - 1. As-built documentation, CADD background plans or other digital models of the existing conditions to describe physical characteristics, legal limitations and utility locations for the site of the Project;
  - 2. Hazardous material, environmental or asbestos surveys for the Project;

### **1.9 Cost of the Work**

- a. For purposes of this proposal, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by GSBS and shall include contractors' general conditions costs, overhead and profit. Neither GSBS or the Owner has control over the cost of labor, materials, or equipment, competitive bidding, market, or negotiating conditions. Accordingly, GSBS cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work.
- b. If at any time the Cost of the Work is determined to exceed the Owner's budget for the Cost of the Work, GSBS shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work. Subject to the requirements outlined in the Revisions to previously prepared Instruments of Service section above, GSBS shall incorporate the recommendations approved by the Owner into the subsequent phase's documents.
- c. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner may choose to exercise any of the following:
  - 1. give written approval of an increase in the budget for the Cost of the Work;
  - 2. authorize rebidding of the Project within a reasonable time;
  - 3. in consultation with GSBS, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - 4. implement any other mutually acceptable alternative.
- d. If the Owner chooses to proceed under option c above, GSBS shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services. If the Owner requires GSBS to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work due to market conditions GSBS could not reasonably

anticipate, the Owner shall compensate GSBS for the modifications as an Additional Service; otherwise GSBSs services for modifying the Construction Documents shall be without additional compensation. In any event, GSBSs modification of the Construction Documents shall be the limit of GSBSs responsibility.

#### **1.10 Miscellaneous**

- a. GSBS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

## **2. TERM**

This contract commences August 2, 2022 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 eight hundred, sixty-three thousand, and ninety dollars (\$863,090.00) and shall not exceed this amount without prior authorization from the County.

Design Development	\$302,080.00
Construction Documents	\$302,080.00
Bidding/Negotiation	\$ 43,155.00
Construction Administration/Close-out	<u>\$215,775.00</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$863,090.00

- 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 PROVIDER'S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. Reimbursable expenses will be invoiced at 1.1 times actual cost.
- 3.7 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.  
REQUIRED VERIFICATION**

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. PROVIDER further verifies 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). PROVIDER further verifies 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. The term "boycott energy" 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.

**9.**  
**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.

**10.**  
**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:**

Kevin Miller  
GSBS Architects  
7291 Glenview Drive  
Fort Worth, TX 76180

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Tarrant County.

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

**TARRANT COUNTY**  
**STATE OF TEXAS**

**GSBS ARCHITECTS**  
**PROVIDER**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

  
\_\_\_\_\_  
Kevin Miller

**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