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Frank T. Lopez  
Project Manager  
Tarrant County Facilities Management  
100 West Weatherford  
Suite 350  
Fort Worth, TX 76196

Fee Proposal For: Continuation of Design Services for 350 W. Belknap Building, Third and Fourth Levels

Dear Frank:

GSBS Architects is pleased to submit the following proposal to provide architectural services for Tarrant County 350 W. Belknap Building.

We understand the Project to entail continuation of the, previously provided, Programing and Schematic Design services, through Design Development, Construction Documents, Bidding and Construction Administration services, including:

- a. Building Identification of interior wayfinding signage.
- b. Furniture, Fixtures and equipment selections, specifications, procurement coordination and installation coordination provided as a separate bid package.
- c. Level 3 and 4 window replacements and a portion of new curtain wall for Level 3, at south and east corner of building.
- d. Prepare Estimates of the Cost of the Work, at 100% DD, 50% CD and 100% CD milestones.
- e. Analysis and design compliance of Texas Accessibility Standards (TAS).

Space for the Community Supervision and Corrections Department (CSCD), Criminal Courts Administration (CCA), Sheriff's Department, Information Technology Department, and Facilities Management are included in the Project.

### **Scope of Basic Services**

#### **General**

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.

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.

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.

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.

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.

### **Design Development Phase Services**

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.

GSBS shall submit the Design Development Documents to the Owner and request the Owner's approval to continue to Construction Documents.

### **Construction Documents Phase**

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.

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.

GSBS shall provide the services of a Registered Accessibility Specialist for the Project including the direct costs of registration, plan review and inspection fees.

### **Bidding Phase Services**

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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.

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.

### **Construction Phase Services**

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.

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.

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.

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.

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.

Requests for Information: GSBS shall review and respond to properly prepared and researched requests for information about the Contract Documents.

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.

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.

### **Supplemental Services**

In addition to the Basic Services outlined above, GSBS shall provide the following Supplemental Services, required for the Project:

- a. Furniture, Fixtures and equipment selections, specifications, procurement coordination and installation coordination provided as a separate bid package;
- b. Design and documentation of Security Access Control Systems and CCTV;
- c. Design and documentation of Audio/Visual Systems.
- d. 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.
- e. Final CAD & PDF Files

### **Additional Services**

Except for services required due to the fault of GSBS, any Additional Services shall entitle GSBS to an appropriate adjustment in compensation and schedule.

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.

### **Owner's Responsibilities**

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.

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.

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.

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.

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.

The Owner shall provide:

- a. 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;
- b. Hazardous material, environmental or asbestos surveys for the Project;

### **Cost of the Work**

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.

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.

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:

- a. give written approval of an increase in the budget for the Cost of the Work;
- b. authorize rebidding of the Project within a reasonable time;
- c. in consultation with GSBS, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- d. implement any other mutually acceptable alternative.

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.

### **Miscellaneous**

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.

### **Exclusions**

The following are excluded from this proposal:

- a. Improvements to the Basement and Levels 1 & 2, except as required to implement the Work designed for Levels 3 & 4;
- b. Building exterior and building envelope modifications, other than window and curtain wall replacement;
- c. Special Use Permits;
- d. City of Fort Worth Variances, Zoning Changes and Representation or Attendance at Planning & Zoning or City Council meetings (Except representation at Fort Worth Downtown Design Review Board meeting to encompass (1) meeting and phone calls for presentation of Building window replacement and building signage changes is included);
- e. City of Fort Worth Community Facilities Agreement for public infrastructure improvements other than the connection of a possible upgrade to the fire riser supply;
- f. Design or designation of Safe Rooms or Tornado Shelters;
- g. Design for Sustainable Certifications(LEED Certification);
- h. Fire Protection Design other than for the Project area (Parking garage and 300W Belknap not included).

## Compensation

We propose to complete the work described above for a stipulated sum for Basic Services of:

Basic Architectural Services for phases listed above (with CA as noted below)

GSBS Architects	\$575,000
<b>MEP-</b> Solare, INC	\$120,000
Structural- JQ Infastructure, LLC	\$16,000
Construction Cost Management, INC	\$32,640
A/V- Security- B&H Engineers, INC	\$29,500
FF&E- GSBS Architects	\$81,700
TAS registration and review fees	\$2,500
Permitting submission	<u>\$1750</u>
Subtotal	<b>\$859,090</b>

Basic CA Services

To include 56 Architectural Site visits at  
4 per month (14 month duration)

Reimbursables

Expected reimbursables

\$4,000

**Grand Total**

**\$863,090**

**Total Contract Amount:**

**\$863,090.00**

The following project phases will be structured and billed accordingly:

Design Development	35% (\$302, 080)
Construction Documents	35% (\$302, 080)
Bidding/Negotiation	5% (\$43, 155)
Construction Administration/Close-out	25% (\$215, 775)

GSBS Architects includes the following consultants in support of this proposal:

- Structural - JQ Infastructure, LLC
- Mechanical, Plumbing, Electrical - Solare Engineering, INC
- Audio/Visual Systems Design - B&H Engineers, Inc
- Security, Access Control and CCTV - B&H Engineers, Inc
- Elevator design - Persohn/Hahn Associates, INC
- Furniture Fixtures & Equipment - GSBS Architects
- Cost Consulting - Construction Cost Management, INC

## Compensation for Reimbursable Expenses

Reimbursable expenses will be billed in addition to compensation for Basic, Supplemental and Additional Services. They include, but are not limited to, previously authorized out-of-town transportation in connection with the project, reproductions, plots, postage, delivery, renderings, models, photographs, long distance telephone and any fees paid for securing approval of authorities having jurisdiction over the project. Reimbursable expenses will be billed at 1.1 times the expenses incurred.

Thank you for the opportunity to continue our work on this important project. We look forward to its successful conclusion.

Sincerely,



Steven F. Gill, AIA  
for GSBS Architects