

STATE OF TEXAS	§	AMENDMENT NO. 1 – ARCHITECTURAL AND
	§	ENGINEERING CONTRACT BETWEEN TARRANT
COUNTY OF TARRANT	§	COUNTY AND GSBS ARCHITECTS

AMENDMENT NO. 1

WHEREAS, on November 23, 2021 (Court Order No. 125086), the Tarrant County Commissioners Court (“COUNTY”) approved an architectural and engineering contract (“Contract”) with GSBS Architects, (“PROVIDER”) for the 485th District Court Project on the 5th and 6th Floor of the Tim Curry Criminal Justice Center, 401 W. Belknap Street, 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 GSBS Architects 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 August 1, 2022, from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, 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:

5th Floor Revisions

- **Construction Documents Phase**
 GSBS shall prepare Construction Documents for the Owner’s approval that illustrate and describe the project 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 (“the Parties”) 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.
 GSBS shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- **Construction Phase Services**
 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.
 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. GSBS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- Number of Site Visits: (Included in this proposal as original allocations of meetings were expended in original contract during original bidding period.)
 - (1) Pre-bid Meeting
 - (1) Bid Admin/Analysis Meeting

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.

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.

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

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.

GSBS shall provide CAD digital copy of 100% CD's for as-builts to Owner at Substantial Completion.

<u>BASE FEE for LEVEL 5</u>	<u>Architectural and MEP</u>	<u>\$7,500.00</u>
TOTAL NOT TO EXCEED AMOUNT		\$7,500.00

The COUNTY will pay no more than \$7,500.00 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 _____, 2022.

**COUNTY OF TARRANT
STATE OF TEXAS**

**PROVIDER
GSBS ARCHITECTS**

B. Glen Whitley
County Judge



Authorized Representative

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:

Auditor's Office