

EXHIBIT "A"

ARCHITECTURE • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN • PLANNING



August 1, 2022

Frank Lopez
Assistant Director-Construction Services
Tarrant County Facilities Management
100 W. Weatherford St | Rm 460
Fort Worth, TX 76196

Fee Proposal for Additional Professional Services Agreement: Tim Curry 485Th District Court – 5th Floor
Revisions

Dear Frank:

GSBS Architects (GSBS) is pleased to present the following additional proposal to provide services for the Tim Curry 485Th District Court modifications. The Project entails:

Work on Level 5 to provide four offices from the allocated space rather than the three offices originally designed. See "EXHIBIT A" sketch provided to modify original designed office on level 5.

Scope of Basic Services

General

GSBS's Basic Services consist of those described in this Agreement. Services not set forth in this Agreement 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.

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.

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

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SALT LAKE CITY, UT 84101

P 801.521.8600
F 801.521.7913

7291 GLENVIEW DRIVE
FORT WORTH, TX 76180

P 817.589.1722
F 817.595.2916

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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.

Additional Services

GSBS may provide Additional Services after execution of this Agreement without invalidating the Agreement. 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.

Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, value analysis, quantity surveys, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, LEED® Certification, fast-track design services, Architectural (3D) renderings, furniture specification and any other services not otherwise included in this Agreement.

Owner's Responsibilities

The Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; budget for the Project; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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 the GSBS's services.

The Owner shall furnish 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.

Cost of the Work

For purposes of this Agreement, 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. The Parties acknowledge that neither 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 or negotiated prices will not vary from the Owner's budget for the Cost of the Work.

GSBS will prepare a rough order of magnitude cost of the Work. Detailed Cost Estimating can be provided as an Additional Service.

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.

Copyrights and Licenses

The Owner acknowledges that the plans and specifications prepared by GSBS, including all documents on electronic media, are Instruments of Service. GSBS and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of the reserved rights.

The Owner shall not reuse, make or permit to be made any modifications to the Instruments of Service without the prior written authorization of GSBS. The Owner hereby waives any claim against GSBS arising from any unauthorized reuse or modification of the Instruments of Service.

GSBS grants to the Owner a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement.

Limits of Liability

To the fullest extent permitted by law, the Owner agrees to limit the liability of GSBS for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, and expert-witness fees and costs, so that the total aggregate liability of GSBS shall not exceed the total compensation for services rendered on the Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Miscellaneous Provisions

This Agreement shall be governed by the law of the place of the project.

The parties, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither party shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to GSBS by the Owner prior to the assignment.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or GSBS

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.

The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Compensation

For the services and described above, the Owner shall compensate GSBS as follows:

Base Fee for Level 5	Architectural and MEP	\$7,500.00
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Compensation for Reimbursable Expenses

Reimbursable expenses will be billed in addition to compensation for Basic and Additional services. They include, but are not limited to, 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.

Reimbursables are retained from original proposal.

Payment

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of our invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 18% per annum. Invoices unpaid for more than 45 days may result in suspension of our services until the account is made current.

The Owner shall not withhold amounts from GSBS's compensation to impose a penalty or liquidated damages, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless GSBS agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

This Agreement entered into as of the day and year first written above.

Owner *(Signature)*

(Printed name and title)



GSBS Architects *(Signature)*

Kevin B. Miller, AIA, President/CEO

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