

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

AMENDMENT NO. 1

WHEREAS, on October 27, 2020 (Court Order No. 134090), the Tarrant County Commissioners Court (“COUNTY”) approved an architectural and engineering contract (“Contract”) with GSBS Architects, (“PROVIDER”) for the 350 W. Belknap Building Renovation Project 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 December 23, 2022, from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, forms the contract between the parties.

The following sections are hereby added to the Contract:

**11.
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.

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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.

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

Audio/Visual Systems Design

GSBS shall incorporate the WJHW A/V Programming into the prepared Construction Documents for the Owner's approval, which illustrate and describe the further development of the 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. All other aspects of the previous contract are reserved for this modification.

<u>Audio/Visual Systems Design</u>	<u>\$28,100.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$28,100.00

The COUNTY will pay no more than \$28,100.00 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**

Tim O'Hare
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