



ARCHITECTURE • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN • PLANNING

December 23, 2022

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, First Level, **Inclusion of WJHW Justice of the Peace Court Programming**

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 project to include the following:

- a. Consult with Wrightson, Johnson, Haddon and Williams, Inc. (WJHW) for a programming and study of A/V amenities of the Justice of the Peace Courtroom, Precinct 5.
- b. The report will establish standards of Tarrant County for Justice of the Peace Courtroom A/V design.
- c. Apply and implement the recommendations of the WJHW programing report into the Justice of the Peace Courtroom, Precinct 5, Construction Documents.
- d. Provide total of (3) three site visits for Construction Administration review.

No other areas of the building will be affected by this report and implementation.

Scope of Basic Services

General

GSBS's Basic Architectural Services consist of those described in this proposal and include usual and customary electrical engineering services for this task. 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.

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 incorporate the WJHW A/V Programming into the prepared Construction Documents for the Owner's approval that 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.

Bidding Phase Services

All other aspects of the previous contract are reserved for this modification.**Construction Phase Services**
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Supplemental Services

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

- a. No supplemental services included.

Additional Services

No additional services are anticipated for this modification. 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 GSBS's services for modifying the Construction Documents shall be without additional compensation. In any event, GSBS's modification of the Construction Documents shall be the limit of GSBS's 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. All areas outside the scope of the WJHW Programming A/V amenities of the Justice of the Peace Courtroom.

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		\$5,550
WJHW program and (3) site visits		\$4,620
A/V- Security- B&H Engineers, INC		\$17,930
Subtotal		\$28,100

Basic CA Services

Unchanged from previous contract.

Reimbursables

Expected reimbursables included above \$0

Grand Total **\$28,100**

Total Contract Amount: **\$28,100.00**

The following project phases will be structured and billed accordingly:

Design Development	0%
Construction Documents	~96% (\$26,900)
Bidding/Negotiation	0%
Construction Administration/Close-out	~4% (\$1,200)

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

- a. Audio/Visual Systems Design - B&H Engineers, Inc
- b. Other consultants previously named, remain on the project and not affected by this proposal.

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