

February 15, 2023 (REV 4/18/23)

Joshua Palmer
Operations Manager
Tarrant County Facilities Management
100 W. Weatherford St., Rm. 330
Fort Worth, TX 76196

Fee Proposal for Professional services for:
Tarrant County 1895 Courthouse Addressable Fire Alarm System Upgrade

Dear Josh:

GSBS Architects is pleased to submit the following proposal to provide an upgrade to the existing fire alarm system to include full occupant notification and emergency voice communication for the Historic 1895 Courthouse located at 100 W. Weatherford St.

We understand the Scope of Services to entail Construction Documents, Bidding and Contract Administration phases for the project. Our services will include:

- a. Work to be inclusive of 5 levels of the existing courthouse building.
- b. Architectural floor plans and ceiling plans delineating the demolition and repairs for Work placement of the fire alarm system and components necessary to place the Work.
- c. Electrical Systems Layout of alarm and detection devices and acceptable routing of hard-wired connections.
- d. Structural investigation and routing of Fire alarm system routing requiring the breach of structural systems.
- e. Texas Historic Commission (THC) interface for application of reviews, Historic Construction Permit, THC visits/inspections, and approvals of Work. Preparation of documents for the necessary Historic Construction Permit for the Work.
- f. Opinion of probable cost to be developed at 95% Construction Documents.

It is intended that the project proceed as a single phase of document organization and a single phase of construction. It is acknowledged that the building will be occupied during performance of the construction.

Scope of Basic Services

General

GSBS's Basic Architectural Services consist of those described in this proposal and include Architectural Historic, special Structural services and customary 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.

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 development 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.

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 shall provide the services of a Registered Accessibility Specialist for the Project including the direct costs of Texas Accessibility Standards (TAS) registration, plan review and inspection fees.

Submission of Construction Documents for owner review will be at 75% and 100% progression of the project.

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.

A follow-up Bid Scope meeting will be attended when evaluating bidding contractors.

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: 29 as noted below:

GSBS and/or consultants shall provide site observation visits at four (4) per month based on an estimated construction schedule of 6 months. The visits will be appropriate for the ongoing work and for the appropriate discipline at the time in construction.

In addition to the site visits listed GSBS and consultants shall attend one (1) Discovery meeting, one (1) Pre-bid meeting and one (1) Pre-construction Meeting.

GSBS will be present for one (1) Bid Administration/Analysis Meeting and one (1) Scope review meeting with successful Bidder.

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 (RFI): 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 (CO) and Construction Change Directives (CCD) (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. 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.
- b. 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 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. Building exterior and building envelope modifications;
- b. Special Use Permits;
- c. City of Fort Worth Variances, Zoning Changes and Representation or Attendance at Planning & Zoning or City Council meetings;
- d. City of Fort Worth Community Facilities Agreement for public infrastructure improvements;
- e. Design for Sustainable Certifications (LEED Certification).

Compensation

We propose to provide the services described above for a stipulated sum of \$139,510.

GSBS Architects	\$24,900
Historic - Arthur Weinman	\$70,000
Electrical - BHB	\$31,760
Structural - FWNA & Associates	\$2,250
O'Connor Construction Management	\$7,250
TAS registration and review fees	\$1,600
Submission for City Building Permit (City fees are waived)	\$1,750

In addition to the services fees, we anticipate other reimbursable expenses to not exceed \$2,000.

Making the Total Proposed Contract Amount: **\$141,510**

We will invoice the compensation in accordance with this breakdown:

Construction Documents Phase	68%
Bidding Phase Services	5%
Construction Phase Services	27%

GSBS will invoice for services performed in accordance with the Owners contract. Invoices will be sent to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 460B, Fort Worth, Texas 76196. Invoices will detail the services provided in the project.

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, reproductions, plots, postage, delivery, renderings, models, photographs, long distance telephone and any fees paid for securing approval of authorities having jurisdiction over the project. There are no travel expenses included in this agreement. Reimbursable expenses will be billed at actual cost of expenses incurred.

Proposed Design Schedule:

Construction Documents and review time	8 weeks
Bidding and approval	8 weeks
Construction	24 weeks
Total	40 weeks or 10 months

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

Sincerely,


Steven F. Gill, AIA
for GSBS Architects