

TFC Contract No. 18-165-000  
GSC Architects  
Amendment No. 2  
RFQ No. 303-8-00412  
Project No. 18-002-8601

**AMENDMENT NO. 2  
TO THE  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES  
AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
GRAEBER, SIMMONS & COWAN, INC., D/B/A/ GSC ARCHITECTS**

**This Amendment No. 2** to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 2”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”) a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28) and Graeber Simmons & Cowan Architects, Inc. d/b/a GSC Architects (hereinafter referred to as “A/E”), located at 3100 Alvin Devane Boulevard, Building A, Suite 200-B, Austin, Texas 78741 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Architectural/Engineering Services Agreement between the Parties (hereinafter referred to as the “Agreement”), as amended.

**Recitals:**

WHEREAS, on April 13, 2018, the Parties entered into that one certain *Professional Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Graeber, Simmons & Cowan, Inc. dba GSC Architects* (hereinafter referred to as the “Agreement”); and

WHEREAS, on December 14, 2018, the Parties entered into Amendment No., for the purpose of providing for Additional Services and Fees and to incorporate a statutorily required provision; and

WHEREAS, the Parties now desire to amend the Agreement for the purpose of providing for Additional Services and additional fees, and to make such other changes as may be required, including additional or amended provisions required by legislative and State Auditor’s actions subsequent to execution of the Agreement;

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. The Parties agree to modify ARTICLE I – DEFINITIONS, by adding the following definition:

“*HUB Compliance Reporting System* means the Texas Facilities Commission Historically Underutilized Business (“HUB”) online reporting system located at <https://tfc.gob2g.com>. The *HUB Compliance Reporting System* is used to maintain business records documenting compliance with the HUB Subcontracting Plan (“HSP”) by submission of monthly Progress Assessment Reports. See Section 11.2, Historically Underutilized Businesses (“HUBs”).”

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2. The parties hereby agree to modify ARTICLE II - SCOPE OF SERVICES, Section 2.1 – Scope of Services, by reflecting additional A/E interior design and construction administration phase services for the Texas School for the Blind and Visually Impaired Residential Administration and Weekends Home Transportation Facility, Building 612. Services shall include but are not limited to: (i) owner requested design change coordination; and (ii) building renderings and presentation materials as further depicted in A/E’s proposal dated March 26, 2019 Revised April 24, 2019, attached hereto and by this reference incorporated herein for all purposes and collectively referred to as “Exhibit A-2.”

3. The Parties agree to modify ARTICLE III – TERM AND TERMINATION, Section 3.2, Early Termination, by adding Subsections 3.2.1 and 3.2.2., as follows:

“3.2.1. Rights Upon Termination or Expiration of Agreement. In the event that the Agreement is terminated for any reason, or upon its expiration, TFC shall retain ownership of all associated work products and documentation obtained from the A/E under this Agreement.

3.2.2. No Liability Upon Termination. If this Agreement is terminated for any reason, TFC and the State of Texas shall not be liable to A/E for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260.”

4. The parties hereby agree to modify ARTICLE IV – CONSIDERATION, Section 4.1. – Contract Limit – Fees and Expenses, Subsection 4.1.1. – Fixed Fee, by reflecting additional compensation to the A/E for services under this Amendment No. 2 in the amount of Twenty-One Thousand Eight Hundred Ninety-Five and 42/100 Dollars (\$21,895.42), thus increasing the total amount of the Agreement from One Hundred Seventy-Four Thousand Two Hundred Forty-Six and No/100 Dollars (\$174,246.00), to a total not to exceed amount of One Hundred Ninety-Six Thousand One Hundred Forty-One and 42/100 Dollars (\$196,141.42). Section 4.1.1, Fixed Fee, is therefore deleted in its entirety and replaced with Section 4.1.1 Fixed Fee, as follows:

“4.1.1. Fixed Fee. In exchange for the timely delivery of the Professional Services as specified by this Agreement, A/E shall be paid a fixed fee of One Hundred Ninety-Six Thousand One Hundred Forty-One and 42/100 Dollars (\$196,141.42). Any Professional Services performed or delivered by A/E prior to the Effective Date of this Agreement or after its termination cannot be compensated.”

5. The Parties agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY A/E, Section 6.1, Warranties and Representations by A/E, by deleting Subsection 6.1.15 in its entirety and replacing it with Subsection 6.1.15 and adding Subsections 6.1.16 through and including 6.1.21, which shall read in their entirety as follows:

“6.1.15. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, A/E certifies that either (i) it meets an exemption criteria under Section

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2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Agreement. A/E shall state any facts that make it exempt from the boycott certification.

6.1.16. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If A/E is on the above-referenced list the Agreement will be considered void or voidable and TFC will not be responsible to pay A/E for any work performed.

6.1.17. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. A/E certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving A/E within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

6.1.18. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053, Texas Government Code, A/E certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

6.1.19. No Conflicts. A/E represents and warrants that A/E has no actual or potential conflicts of interest in providing services to the State of Texas under this Agreement and that A/E's provision of services under this Agreement would not reasonably create an appearance of impropriety.

6.1.20. Excluded Parties. A/E certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

6.1.21. Suspension and Debarment. A/E certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.”

6. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.2, Required Insurance Coverages, Subsection 10.2.1, Workers’ Compensation and Employers’ Liability Insurance, by deleting Paragraph 10.2.1.1 in its entirety and replacing it with Paragraph 10.2.1.1, as follows:

“10.2.1.1. Subcontractor’s Certification. In accordance with Texas Labor Code §406.096(b), A/E shall require each Subcontractor to certify in writing to the A/E that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. Owner shall be entitled, upon request

and without expense, to receive copies of Subcontractor's written certifications.”

7. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.3. General Requirements for All Insurance, Subsection 10.3.3, Additional Policy Requirements, by deleting Subsection 10.3.3.2 in its entirety and replacing it with Subsection 10.3.3.2, as follows:

“10.3.3.2. the policy, or such other document(s) as may be acceptable to TFC, must obligate the insurer, or a third party acceptable to TFC, to notify the Texas Facilities Commission, Attention: Insurance Specialist, P. O. Box 13047, Austin, Texas 78711 (e-Email: [Insurance@tfc.state.tx.us](mailto:Insurance@tfc.state.tx.us)), of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, as soon as is reasonably possible prior to any such non-renewal, cancellation, or change.”

8. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, Section 11.2, Historically Underutilized Businesses (“HUBs”), by adding Subsection 11.2.1, Requirement to Utilize HUB Compliance Reporting System, as follows:

“11.2.1. Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan (“HSP”) to include the Progressive Assessment Report (“PAR”) compliance monitoring through a HUB Compliance Reporting System known as B2G. A/E and A/E's Subcontractors/Subconsultants must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved.”

9. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by inserting Sections 11.28 through and including 11.30, and re-numbering existing Section 11.28, Entire Agreement and Modification as Section 11.31, so that the inserted Sections and the existing Section read in their entirety, as follows:

“11.28. False Statements; Breach of Representations. By signature to this Agreement, A/E makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If A/E signs this Agreement with a false statement or it is subsequently determined that A/E has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, A/E shall be in default under this Agreement, and TFC may terminate or void this Agreement for cause and pursue other remedies available to TFC under this Agreement and applicable law.

11.29. Abandonment and Default. If A/E defaults on this Agreement, TFC reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting A/E will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

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11.30. Antitrust and Assignment of Claims. A/E represents and warrants that neither A/E nor any firm, corporation, partnership, or institution represented by A/E, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. A/E assigns to the State of Texas all of A/E's rights, title, and interest in and to all claims and causes of action A/E may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

11.31. Entire Agreement and Modification. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistently with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification, renewal, extension, or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.”

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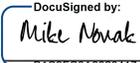
10. Unless provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initials caps in the Agreement, as amended, as applicable.

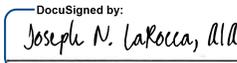
11. All other terms and conditions of the Agreement not otherwise specifically amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment No. 2 to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**GSC ARCHITECTS**

By:   
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By:   
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Mike Novak

Joseph N. LaRocca, AIA

Executive Director

Principal

Date of Execution: 06/10/2019 | 1:42 PM CDT

Date of Execution: 06/10/2019 | 6:35 AM PDT

GC NRG

Dir mk

DED jk

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**EXHIBIT A-2**

**A/E'S PROPOSAL DATED MARCH 26, 2019 REVISED APRIL 24, 2019.**

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RFQ No. 303-8-00412  
Project No. 18-002-8601

**EXHIBIT A-2**

**A/E'S PROPOSAL DATED MARCH 26, 2019 REVISED APRIL 24, 2019.**



# GSC Architects

March 26, 2019 **Revised April 24, 2019**

Dorothy Spearman  
Senior Project Manager  
Texas Facilities Commission  
Facilities Design and Construction  
1711 San Jacinto Blvd.  
Austin, Texas 78701

Email: [dorothy.spearman@tfc.state.tx.us](mailto:dorothy.spearman@tfc.state.tx.us)

**Texas Facilities Commission  
TSBVI Building 612 and 610 Additional Services Proposal – Construction Administration Phase**

Dear Dorothy,

GSC Architects is pleased to present our TSBVI Building 612 and 610 Additional Services Proposal to you for consideration.

Per our meeting on March 5, 2019, TSBVI elected to modify the furniture layout in Building 612, paint colors and furniture finishes. Our effort includes selecting new furniture finishes, selecting accent paint colors, coordinating the modification of outlets and data and issuing revisions to drawings and the FFE package. The revised furniture finishes will be issued as a revision to the FFE package. The revised outlet and data locations as well as the revised accent paint colors and locations will be issued as an ASI.

- Director's Office 101 – Furniture change to 2 workstations (existing partitions available on campus if needed). Each workstation to have a task chair, pedestal, and 1 guest chair. We will revise power/data locations to ensure these new layouts can function correctly.
- Admin Desks – We will review the construction with the furniture vendor and ensure the glass will not have an issue with canes etc.
- Multipurpose Room 2 – 103 – Task chairs to become Blue
- All Offices – Task chairs to become Blue. Guest Chairs to have navy plastic back and bright color seat cushion. Pedestal to match.
- Multipurpose Room 1 – 108 – Chairs to be a mix of Bright Blue and Bright Green
- Weekends Home – chairs to match all updated chairs. Add accent Paint color at millwork
- Restrooms- Metal storage to be navy or similar color
- Tack boards throughout – To be an accent color

Per our meeting on March 25, 2019, TSBVI requested a finish and furniture material board, additional CA hours, and small finish additions and furniture selection and specification for Building 612. The furniture and finish requests include:

- Main Corridor Entry – New walk off mat/ rug, 4-6 seating options (chairs or benches) for waiting on buses

**AUSTIN**

3100 Alvin Devane Blvd  
Bldg A, Suite 200-B  
Austin, Texas 78741  
Phone: 512.477.9417

**SAN ANTONIO**

200 E Grayson  
Suite 122  
San Antonio, Texas 78215  
Phone: 210.249.5234

- Maps and Documents Office – L shaped Desk, pedestal, meeting table, 2-4 guest chairs, 1 task chair, coffee table/ end table, and small sofa.

Per discussions via telephone on April 3, 2019, TSBVI requested renderings of Building 612 and mounted on a board. The renderings will include:

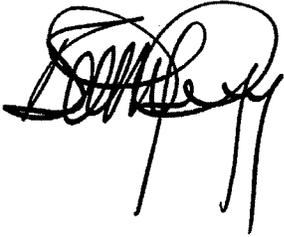
- Colored Floor Plan of Interior with Furniture overlaid
- Aerial view of building showing locations of surrounding buildings on campus
- Front view of entrance
- Side views of exterior of building

Per our correspondence on April 11, 2019, TFC suggested a proposal for additional services to cover the additional site visit needed by the structural engineer, on 4/11/19, as well as a bank for possible additional site visits and field reports requested of structural, mechanical, electrical, plumbing or fire protection.

Please let us know if you have any questions.

Thank you!

Best regards,



Bonita Tice Gray, AIA LEED AP BD+C

Senior Associate  
GSC Architects

Attachments:

GSC Architects' Additional Services Proposal, Guerra's MEP Proposal and Guerra's Additional Site Visits Proposal

**AUSTIN**

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**SAN ANTONIO**

200 E Grayson  
Suite 122  
San Antonio, Texas 78215  
Phone: 210.249.5234



TFC Contract No. 18-165-000

Exhibit A-2

Amendment No. 2

# GSC Architects

April 24, 2019 (Revised)

Texas Facilities Commission  
 TSBVI Building 612 and 610 Additional Services Proposal  
 Contract #: 18-165-000  
 RFQ #: 303-8-00412  
 Project #: 18-002-8601

## Proposal Description

Per our meeting on March 5, 2019, TSBVI elected to modify the furniture layout, paint colors and furniture finishes in Building 612.

Per our meeting on March 25, 2019, TSBVI requested an additional fee for a finish and furniture material board, future furniture and finish selections for Building 610, and the option for additional Construction Administration Hours.

Per call on April 3, 2019, TSBVI requested an additional fee for board mounted renderings. Renderings to include the following views: Front view, overhead plan view showing location in campus, 2 side views, and a colored floor plan with furniture laid over top.

TSBVI Building 612 Additional Services Proposal			
	Services	Rate	Fee
<b>1</b>	<b>Architectural and Interior Revisions (Furniture and Plans)</b>	Hourly	<b>\$1,595.00</b>
	<i>Project Manager @ \$160.00/hr,</i>	<i>2 hours</i>	<i>\$320.00</i>
	<i>Architectural Designer @ \$100/hr; 1 Meeting</i>	<i>3 hours</i>	<i>\$300.00</i>
	<i>Senior Interior Designer @ \$125</i>	<i>3 hours</i>	<i>\$375.00</i>
	<i>Interior Design Intern @ \$75</i>	<i>8 hours</i>	<i>\$600.00</i>
<b>2</b>	<b>Electrical Engineering (see Guerra's proposal attached)</b>	Hourly	<b>\$655.00</b>
	<i>GSC Architects Electrical Coordination</i>	<i>10%</i>	<i>\$65.50</i>
<b>3</b>	<b>Additional Construction Administration (Weekly Meetings Thru July 29)</b>	Lump Sum	<b>\$4,160.00</b>
<b>4</b>	<b>Material Board (Finish and Furniture on 1 Board)</b>	Lump Sum	<b>\$750.00</b>
<b>5</b>	<b>Renderings (Mounted on 1 to 2 Boards)</b>	Lump Sum	<b>\$4,250.00</b>
<b>6</b>	<b>Engineering Construction Observation per Site Visit</b>		
	Please see Guerra's proposal attached @ \$974.00 per site visit.	Per Site Visit	<b>\$7,792.00</b>
	GSC Architects Coordination @ \$9.74 per site visit.	10%	<b>\$77.92</b>
	<b>TOTAL</b>		<b>\$19,345.42</b>

### AUSTIN

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### SAN ANTONIO

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 San Antonio, Texas 78215  
 Phone: 210.249.5234

TFC Contract No. 18-165-000

Exhibit A-2

Amendment No. 2

<b>TSBVI Building 610 Additional Services Proposal</b>			
	<b>Services</b>	<b>Rate</b>	<b>Fee</b>
7	Interior Additions and Furniture Specification	Lump Sum	\$2,550.00
	<b>TOTAL</b>		<b>\$2,550.00</b>

<b>Building 612 and Building 610 Additional Service</b>	<b>\$19,345.42 + \$2,550.00</b>
<b>PROPOSAL TOTAL</b>	<b>\$21,895.42</b>

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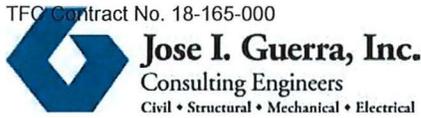
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TFC Contract No. 18-165-000

Exhibit A-2

Amendment No. 2



*Engineering Excellence Since 1973*

March 18, 2019

Ms. Bonita Tice Gray, AIA  
 GSC Architects  
 3100 Alvin Devane Blvd.  
 Bldg. A, Ste 200-B  
 Austin, TX 78741

Re: Director's Office Electrical Revisions – Owner Requested  
 TSBVI Residential Administration, Building 612  
 Texas Facilities Commission  
 Austin, Texas

Dear Ms. Gray:

Jose I. Guerra, Inc. (JIG) has prepared a proposal for providing additional engineering services related to the above referenced project. The Scope of Work is based upon information provided to our office through March 15, 2019. The requested additional engineering services are as follows:

**A. Scope of Work**

Guerra will revise the location for the (2) power outlets in Office 101.

1. Electrical Engineering redesign
2. Electrical detailing and CAD documentation
3. Coordination/Issue Documents

Electrical

**B. Compensation**

We propose to provide additional engineering services as follows:

Electrical Engineering Services	\$655.00
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If this proposal is satisfactory, please sign and return a copy of this letter for our records.

Respectfully submitted,  
 JOSE I. GUERRA, INC.

Shawn Allen, P.E.  
 Vice President

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



TFC Contract No. 18-165-000

Exhibit A-2

Amendment No. 2



**Jose I. Guerra, Inc.**  
Consulting Engineers  
Civil • Structural • Mechanical • Electrical

*Engineering Excellence Since 1973*

April 11, 2019

Ms. Bonita Tice Gray, AIA  
GSC Architects  
3100 Alvin Devane Blvd.  
Bldg. A, Ste 200-B  
Austin, TX 78741

Re: Construction Administration Additional Site Visits – Owner Requested  
TSBVI Residential Administration, Building 612  
Texas Facilities Commission  
Austin, Texas

Dear Ms. Gray:

Jose I. Guerra, Inc. (JIG) has prepared a proposal for providing additional engineering services related to the above referenced project. The requested additional engineering services are as follows:

**A. Scope of Work**

1. Structural, Mechanical, Electrical, Plumbing or Fire Protection representation for up to 8 on-site construction observation visits
2. Issue corresponding Field Report of site findings/observations.

**B. Compensation**

We propose to provide additional engineering services per site visit with up to 8 additional site visits:

Engineering Construction Observation per Site Visit \$974.00

**Total Engineering Additional Service Fee: 8 x \$974.00= \$7,792.00**

If this proposal is satisfactory, please sign and return a copy of this letter for our records.

Respectfully submitted,  
JOSE I. GUERRA, INC.

Shawn Allen, P.E.  
Vice President

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_