

**AMENDMENT NO. 5  
TO THE  
PROFESSIONAL ARCHITECTURAL/ENGINEERING  
SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
JACOBS ENGINEERING GROUP INC.**

**THIS AMENDMENT NO. 5** to the Texas Facilities Commission, a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC"), as Owner (as defined in UGC, Section 1.25) and Jacobs Engineering Group Inc., a Delaware corporation authorized to do business in Texas, with its principal office located at 2705 Bee Caves Road, Suite 300, Austin, TX 78746 (hereinafter referred to as "A/E") to amend the agreement for professional architectural and engineering services (hereinafter referred to as the "Agreement").

WHEREAS, changed circumstances require mutually desirable alterations to the scope and fees in the Agreement; and,

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

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

1. The parties hereby agree to modify ARTICLE II – DESCRIPTION OF PROJECT AND SCOPE OF SERVICES, SECTION 2.1 – DESCRIPTION OF PROJECT by reducing the scope of professional services for the repair and upgrade of multiple elevators located in the Brown Heatly State Office Building to predesign services only. Services shall include, but not be limited to the following: (i) assessment of elevator conditions; and (ii) production of an associated report, as further depicted in the A/E's proposal dated May 19, 2016, attached hereto and incorporated herein for all purposes as "Exhibit A-5".

2. 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 a reduction in compensation to A/E for services provided under this Amendment No. 5 in the amount of Sixty Three Thousand Two Hundred Fifty Two and No/100 Dollars (\$63,252.00), thus decreasing the fixed of the Agreement fee from One Million One Hundred Two Thousand Seven Hundred Seventy Nine and No/100 Dollars (\$1,102,779.00) to a total not to exceed amount of One Million Thirty Nine Thousand Five Hundred Twenty Seven and No/100 Dollars (\$1,039,527.00).

Except as expressly amended above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 5 to be effective as the date of the last party to sign.

TEXAS FACILITIES COMMISSION,

JACOBS ENGINEERING GROUP  
INC.

By: [Signature]  
Harvey Hilderbran

By: [Signature]

Executive Director

Printed Name: KEVIN CONNER

Date of Execution: 7-20-16

Title: DIVISION VICE PRESIDENT

Date of Execution: 7 JULY 16

G.C. [Signature]

Dir. [Signature]

D.E.D. [Signature]

**EXHIBIT A-5**  
**A/E'S PROPOSAL**  
**DATED MAY 19, 2016**



In a  
The  
Su

# JACOBS

May 19, 2016

Janie Gribble  
Sr. Project Manager  
Texas Facilities Commission  
Facilities Design & Construction  
1711 San Jacinto Blvd. Austin,  
TX 78711

Reference: Additional Services Proposal #5 – Brown Heatly Elevator Renovations

Dear Ms. Gribble:

Jacobs appreciates the opportunity to submit this proposal for Additional Services.

The Additional Services covered in this proposal support the request from Texas Facilities Commission (TFC) to provide renovations to the elevators in the Brown Heatly Building to the project scope of work for the project titled "MEP and Energy Efficiency Improvements for Brown-Heatly and William P. Hobby Towers I, II, III", with TFC Contract # 14-121-000.

Refer to "TFC – BHB Elevator Renovations Project, Attachment 1 – Scope of Work Rev.1" dated May 19, 2016 for detailed scope of services.

We propose a lump sum fee of \$34,000.00 for these Design services. If you find the scope of work and fee agreeable, we will start work immediately upon receipt of authorization to proceed. Approval of this Additional Services Proposal will amend TFC Contract # 14-121-000.

If you have any questions or comments, please do not hesitate to contact us.

Respectfully submitted,

JACOBS ENGINEERING GROUP INC.

Original Scope: \$97,252.00

Revised Scope: \$34,000.00

Credit Amount: \$63,252.00

Craig McCurley  
Managing Principal  
210.403.6305

Patrick McFarlin  
Vice President  
817.347.5304

cc: Curtis Williams

Attachments:

Attachment 1 Scope of Work

## **Attachment 1**

### **I. SCOPE OF WORK**

Texas Facilities Commission desires to renovate nine elevators to meet state standards at the Brown Heatly Building. Jacobs will support this endeavor by providing architectural, engineering, and construction administration services as indicated herein for the TFC BHB Elevator Upgrades Project. The following equipment is included in the scope of work: four (4) passenger and one (1) service elevator for the office building; and four (4) passenger elevators for the parking garage. Jacobs will utilize an elevator sub-consultant for approximately 40% of the design services.

The detailed tasks included in this scope of work include the following:

#### **1 TASK 1 – PRE-DESIGN SERVICES**

- 1.1 Jacobs will survey all elevators involved during the design and development, and will determine from the survey their condition and suitability for modernization/alteration.
- 1.2 Jacobs will recommend what equipment can be retained and which equipment shall be replaced to modernize the vertical transportation systems to meet the standards of state of the art technology and meet current municipal, state and federal codes, accessibility and life safety standards.
- 1.3 Jacobs's report will include alternative modifications to the equipment, budget pricing and scheduling.
- 1.4 Jacobs will meet with key personnel as determined by TFC to review the above findings and budget pricing before proceeding with Construction Documents.
- 1.5 Jacobs will meet with the TFC Building Operations staff to discuss the operation of the elevators.
- 1.6 Jacobs will report any deferred repairs that need to be corrected by the current maintenance contractor in accordance with the elevator maintenance agreement.
- 1.7 Jacobs will provide preliminary set of specifications for the vertical transportation systems.
- 1.8 Jacobs will incorporate findings into deficiency matrix and provide final documents to TFC.

**II. SCHEDULE**

The following project schedule is proposed:

Pre-Design Phase (2.0 months / 40 business days)  
Starts 5 business days after NTP

Design Phase (N/A)

Estimated Construction Duration (N/A)

Estimated Substantial Completion = (N/A)

Estimated Warranty Walkthrough = (N/A)

**Actual construction schedule shall be determined by CMAR or GC.**

### III. EXCLUSIONS/LIMITATIONS/ASSUMPTIONS

1. In the event of a conflict between the executed contract for Professional Services Agreement – No. 14-121-000 and this Scope of Work, the executed contract will govern.
2. Jacobs will have access to all drawings, specifications, surveys, other information previously prepared for Texas Facilities Commission, and other pertinent documentation available and necessary to complete the scope of work for the cooling tower replacement. Jacobs is not responsible for the accuracy or validity of this data.
3. Permitting is not required as Texas Facilities Commission is the AHJ for the project, and therefore is not included in this scope of work.
4. Potential changes to the scope of the Texas Facilities Commission comments, and Texas Facilities Commission review time may impact the schedule and scope as understood by Jacobs. Jacobs will immediately submit written communication addressing identified concerns to the schedule and scope if an issue is identified.
5. Construction phase services will include periodic site visits to check construction progress for conformance with plans and specifications. Site visits will be scheduled to coincide with construction meetings where possible. Full-time on-site representation during construction is not part of this scope of work.
6. Commissioning services shall be by others. Jacobs will review commissioning documents submitted to TFC prior to the start of commissioning and witness commissioning activities as required.
7. Based upon our experience with similar projects, Jacobs assumes the elevator sump pits and drains will not require modification and an oil separation system will not need to be added or replaced. In the event this design is required, this will be part of the basic services and taken out of the contingency.
8. Jacobs assumes ventilation fans/louvers will not need to be added nor modified for the elevator. In the event this design is required, this will be part of the basic services and taken out of the contingency.
9. This fee proposal does not include modifications to the elevator machine room walls. In the event this design is required, this will be part of the basic services and taken out of the contingency.
10. Additional services not included within this scope of work can be provided for an additional fee if requested by Texas Facilities Commission.
11. Jacobs will not bear any responsibility or liability for defects or deficiencies, or for the failure to so detect, in the work of the Construction Contractor. Jacobs shall have no influence over the construction means, methods, techniques, sequences, or procedures of the Contractor. Construction safety shall remain the sole responsibility of the Construction Contractor.

12. Jacobs shall not make inspections or reviews of the safety programs or procedures of the Construction Contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. Jacobs shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
13. If Jacobs is called upon to review submittals from Construction Contractors, Jacobs shall review or take other appropriate action upon Construction Contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given to meet the design intent expressed in the contract documents. The Jacobs action shall be taken with such reasonable promptness and within seven (7) calendar days per the PSA as to cause no delay in the work while allowing sufficient time in Jacobs' professional judgment to permit adequate review. The review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

#### IV. BASIS OF COMPENSATION for services performed by Jacobs

For the Scope of Work described above, we propose that the basis of compensation for Jacobs and all Sub-consultants will be a lump sum fee including expenses of \$34,000.00 as follows:

<u>Pre-Design</u>	<u>\$ 34,000.00</u>
Total Fee	\$ 34,000.00

For additional services by Texas Facilities Commission, we propose the basis of compensation will be determined as agreed upon per the executed contract for Professional Services Agreement – No. 14-121-000.

End of Attachment 1 – Scope of Work