

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
JAIME BEAMAN, AIA, INC., DBA CASABELLA ARCHITECTS**

This Amendment No. 1 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 1”) 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 Jaime Beaman, AIA, Inc., dba Casabella Architects (hereinafter referred to as “A/E”), located at 3821 Juniper Trace, Suite 104, Austin, Texas 78738 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Architectural/Engineering Services Agreement between the Parties.

RECITALS

WHEREAS, on August 10, 2016, the parties entered into that one certain *Professional Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Jaime Beaman, AIA, Inc., dba Casabella Architects* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to provide for Additional Services and Fees as more particularly described below;

NOW THEREFORE, the parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.
2. The parties agree to modify ARTICLE II – SCOPE OF SERVICES to include the Additional Services set forth in A/E’s Additional Services Proposal and Fee Schedule dated February 6, 2017, “Exhibit A-1,” attached hereto and incorporated herein for all purposes.
3. The parties agree to modify ARTICLE III – TERM AND TERMINATION – SECTION 3.1 – DURATION, by deleting the paragraph in its entirety and replacing it with the following:

“This Agreement shall be effective as of the Effective Date and shall terminate on July 31, 2018, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

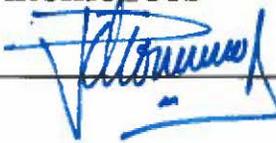
4. The parties agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.1 – CONTRACT LIMIT–FEES AND EXPENSES, SUBSECTION 4.1.1 – FIXED FEE, by reflecting additional compensation to the A/E for Additional Services to be provided under this Amendment No. 1 in the amount of Sixteen Thousand Five Hundred and No/100 Dollars (\$16,500.00), thus increasing the total amount of the Agreement from One Hundred Twenty Seven Thousand and No/100 Dollars (\$127,000.00), to a total not to exceed amount of One Hundred Forty Three Thousand Five Hundred and No/100 Dollars (\$143,500.00).

5. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

**JAIME BEAMAN, AIA, INC., DBA
CASABELLA ARCHITECTS**

By: 

By: 

Kay Molina

Jaime Palomo

General Counsel

Vice President

Date of execution: 4/11/17

Date of execution: 04/10/17

G.C.

Dir. YMW

D.E.D. YMW for JR

TFC CONTRACT NO. 16-134-001

AMENDMENT NO. 1

EXHIBIT A-1

A/E'S ADDITIONAL SERVICES PROPOSAL AND FEE SCHEDULE

DATED FEBRUARY 6, 2017



February 6, 2017

Mark Diaz
Project Manager, Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto, Austin, TX 78701

**Referenced: John H. Winters Complex
Water Intrusion Assessment RFQ#303-6-00062
Proposal for Design Services-East Tower Planters _Revised**

Dear Mr. Diaz:

We appreciate the opportunity to submit this proposal to provide professional AE design services for the referenced project. This proposal is based on findings during the investigative process involving excavation and visual observations the week of January 9th.

SCOPE OF WORK

- Develop construction documents for the remediation of ground settling at planters around the east tower.
- Structural Engineer’s recommendations to excavate and backfill damaged planters (see attached “:Exhibit A-Supplemental Information” for detailed scope of services).
- Landscape Architect’s design services to develop a landscape plan for the planter areas affected by the remediation work (see attached “:Exhibit A-Supplemental Information” for detailed scope of services).
- Drawings will be included in bidding documents for the adjacent covered porch.
- Construction administration services during construction phase.
- Exclusions: Design services provided by waterproofing consultant. Previous investigations revealed the lack of waterproofing membrane on the existing basement walls with no apparent signs of water intrusion.

FEE

Our fee for this work is a lump sum amount of \$16,500 and will be invoiced based on the following percentage of work:

Construction Document Phase	\$14,000
Bid/Construction Administration	<u>\$2,500</u>
TOTAL	\$16,500

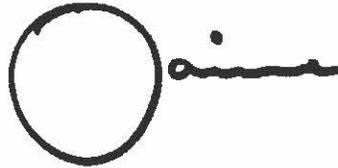
We will submit our invoice monthly based on percentage of completion. Reimbursable expenses such as reproduction of construction drawings are included in the above fee.

SCHEDULE

We will complete the above tasks concurrently with documents to be issued for construction of the new deck at the covered porch around the east tower.

Please do not hesitate to give us a call if you have any questions or need additional information. Thank you very much for considering our proposal and look forward to working with you on this project.

With warmest regards,

A handwritten signature in black ink, consisting of a large, stylized capital letter 'J' followed by a cursive 'aime'.

Jaime Palomo, AIA
Vice-President

EXHIBIT "A" - SUPPLEMENTAL INFORMATION:

LANDSCAPE ARCHITECT

Coleman & Associates, Inc.
Attn.: Aan Garrett-Coleman, Landscape Architect
9890 Silver Mountain Dr., Austin, TX 78737
www.colemanandassoc.com
512 476 2090

Scope of Work:

- Review site conditions
- Propose solutions/options for consideration
- Determine irrigation methods (irrigation design excluded)
- Attend 2 design team meetings
- Develop drawings for bidding and construction (planting plan, irrigation notes, landscape details and installation specs)
- Attend 2 site meetings during construction and 1 punchlist visit

STRUCTURAL ENGINEER

Steinman+Luevano Structures, LLP
Attn.: Richard Luevano, P.E.
5901 Old Fredericksburg Rd, B101, Austin, TX 78749
www.slsstructures.com
512.891.6766

Scope of Work:

- Attend 2 meetings to observe areas of concern (already performed)
- Review existing construction documents to determine level of removal and compaction of the planter fill
- Develop recommendations for repairs of damaged planters including removal and replacement of concrete and planter fill
- Generate drawings, notes and/or specifications for bidding and construction.
- Attend 3 site visits during construction to observe placement of fill and method of compaction.