

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING
SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
PARKHILL SMITH & COOPER, INC.**

THIS AMENDMENT NO. 1 is entered into by and between 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 Parkhill Smith & Cooper, Inc. (hereinafter referred to as "A/E"), located at 4222 85th Street, Lubbock, Texas, 79423, to amend the contract for professional architectural and engineering services between the parties signed on April 1, 2015 (hereinafter referred to as the "Agreement").

WHEREAS, changed circumstances require mutually desirable alterations in the terms to 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 agree to modify ARTICLE II –SCOPE OF SERVICES, to reflect Additional Services by adding Section 2.1.11, as follows.

"2.1.11. Facility Condition Assessment. A/E shall provide of the professional design services necessary to develop a facility condition assessment (hereinafter referred to as the "FAC") and a boundary, topographic and subsurface utility engineering report for the Texas School for the Blind and Visually Impaired (hereinafter referred to as "TSBVI"), as more particularly set forth in "Exhibit I-1," A/E's Proposal for Additional Services dated January 24, 2017. Additional professional design services shall include, but are not be limited to the following:

2.1.11.1. prepare FAC for all buildings on the TSBVI campus to include architectural, site, accessibility, life safety, mechanical, electrical, plumbing, structural and interior finished;

2.1.11.2. assist TFC in evaluating deferred maintenance priorities for a TFC-provided Legislative Appropriations Request to actual campus conditions;

2.1.11.3. provide cost estimating services to generate a preliminary opinion of probable construction costs, to evaluate priorities identified in assessment for future legislative appropriations;

- 2.1.11.4. perform educational adequacy assessment and planning with TSBVI school administration;
- 2.1.11.5. perform cost of ownership analysis;
- 2.1.11.6. perform renewal optimization analysis;
- 2.1.11.7. research and evaluate possible energy conservation strategies and present findings to TFC;
- 2.1.11.8. research availability for local utility rebates and present findings to TFC and if rebates are available, coordinate with local utility to complete required documentation to obtain rebate(s); and
- 2.1.11.9. present all items to TFC for review and approval, as more particularly set forth in A/E's Proposal dated January 24, 2017, "Exhibit A-1," attached hereto and incorporated herein for all purposes.

2. The parties agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.1 – CONTRACT LIMIT-FEES AND EXPENSES, SUBSECTION 4.1.1 – FIXED FEES, by reflecting additional compensation to A/E for services provided under this Amendment No. 1 in the amount of Four Hundred Sixteen Thousand Six Hundred Eighteen and No/100 Dollars (\$416,618.00), thus increasing the total amount from Four Million One Hundred Twenty Four Thousand Five Hundred and No/100 Dollars (\$4,124,500.00), to a total not to exceed amount of Four Million Five Hundred Forty One Thousand One Hundred Eighteen and No/100 Dollars (\$4,541,118.00).

3. The parties agree to modify ARTICLE V – ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS, SECTION 5.2 - ACKNOWLEDGMENTS, COVENTANTS, AND AGREEMENTS OF A/E, SUBSECTION 5.2.8 – IDENTIFICATION OF A/E PROJECT MANAGER AND ALL SUBCONTRACTORS, by supplementing "Exhibit G," List of A/E Project Manager and Subcontractors of the Agreement, with "Exhibit G-1," List of A/E Project Manager and Subcontractors, attached hereto and incorporated herein for all purposes.

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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. 1 to be effective as of the last date of a party to sign.

TEXAS FACILITIES COMMISSION

PARKHILL SMITH & COOPER, INC.

By: [Signature]

By: [Signature]

Harvey Hilderbran

Monte Hunter, AIA

Executive Director

Principal

Date of execution: 4-20-17

Date of execution: 4-18-17

G.C. [Signature]

Dir. MH

D.E.D. MH FOL JR

TFC Contract No. 16-056-001
Amendment No. 1
Project No. 16-001-8801

TFC CONTRACT NO. 16-056-000

AMENDMENT NO. 1

EXHIBIT I-1

**A/E'S PROPOSAL FOR ADDITIONAL SERVICES
DATED JANUARY 24, 2017**



PARKHILLSMITH&COOPER

4222 85th Street
Lubbock, Texas 79423
806.473.2200

January 24, 2017

Mrs. Lissi Riedel, PMP, CCM, CTCM, LEED AP
Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Blvd.
Austin, TX 78701

Re: Additional services for the Texas School for the Blind and Visually Impaired (TSBVI)

Dear Mrs. Riedel:

Parkhill, Smith & Cooper, Inc. (PSC) is pleased to have the opportunity to provide additional services to the Texas Facilities Commission (TFC) for two projects located at the Texas School for the Blind and Visually Impaired (TSBVI). This fee included in this proposal is to be associated with the TSD/TSBVI Deferred Maintenance Contract 16-056-000 / Project 16-001-8801. This scope of work is based on conversations between TFC and PSC.

Level II Facility Condition Assessment Services

We understand the Scope of Services you require to be:

- Comprehensive facilities assessment for all buildings on campus. Assessment shall include architectural, site, accessibility, life safety, mechanical, electrical, plumbing, structural, and interior finishes.
- Assist in evaluating deferred maintenance priorities for LAR 18-19 provided by TFC to actual campus conditions and provide an updated list of priorities based on preliminary findings.
- Provide cost estimating services to generate a preliminary Opinion of Probable Construction Costs to evaluate priorities identified in assessment for future legislative appropriations.
- Perform educational adequacy assessment and planning with school administration.
- Perform cost of ownership analysis.
- Perform renewal optimization analysis.
- Research and evaluate possible energy conservation strategies. Present findings to TFC.
- Research availability for local utility rebates. Present findings to TFC. If rebates are available, coordinate with local utility to complete all required documentation to obtain rebate.
- Present all items to TFC for review and approval.

Schedule

PSC can be ready to commence work on the assessment within six (6) weeks of receiving Notice-To-Proceed (NTP). PSC estimates that the assessment and analysis can be completed within forty-five 45 working days.

Our fees for the services described above will be based on a lump sum amount as describe below and will be billed on a percentage complete method. This proposal will be deducted from the \$350,000 allowance included in the TSD/TSBVI Deferred Maintenance Project, TFC Contract No: 16-056-000.

TSBVI Facility Condition Assessment **\$145,000**

TSBVI Survey Services

We understand the Scope of Services you require to be:

Boundary Survey:

- Research public county records, abstract records, tax records and Texas General Land Office records to determine extents of existing school boundaries.
- Perform field reconnaissance to search for and identify existing survey monuments that control boundary lines.
- Research public records to identify possible easements affecting the school tract
- Prepare and sign a survey plat and report showing the findings of the boundary survey.
- Prepare and provide AutoCAD DWG files (line work, ASCII text file of points measured)

Topographic Survey:

- Establish control points to use for all future surveys, construction, and development. Survey based on the Texas Coordinate System, North American Datum of 1983, NAVD'88.
- Using laser scanning equipment, measure existing visible structures including, but not limited to:
 - Building footprints and finish floor elevations.
 - Paving (asphalt, curb, gutter, concrete sidewalks and footprints, parking lots, etc.).
 - Drainage features (berms, swales, culverts, ditches, retaining walls, natural topography, etc.).
 - Miscellaneous (signs, fences, decorative features, etc.).
- Prepare and provide AutoCAD DWG files and point cloud files of 3D Scan
- Note: Underground utilities will be measured and identified based on visible, observed evidence and reported location by a third-party Subsurface Utility Engineering (SUE) Level B Report.
- Identify and measure trees over 6 inches in diameter on main campus area and around streets.
- Include location and dimensions of trees on topographic survey report.

Subsurface Utility Engineering (SUE) Level B Report

- Sub-consultant to work with PSC Survey Team
- Utility locations will be obtained from both record documents and field evidence
- SUE report to be incorporated into final boundary and topographic survey report

Schedule

Work for the SUE survey can commence within two (2) weeks of NTP. PSC estimates that the SUE survey work can be completed within fifty-five (55) working days, broken down as follows:

- Field work – 25 days
- Survey and preparation of data – 15 days
- Deliverable preparation – 15 days

PSC plans to perform the Boundary Survey and Topographic survey during the week of TSBVI spring break (March 11th through March 19th). The remaining survey deliverables will be completed within forty (40) business days after completion of the field work.

Our fees for the services described above will be based on a lump sum amount as describe below and will be billed on a percentage complete method. This fees for this service will be an amendment to the original agreement dated December 4, 2015.

Boundary Survey	\$23,065
Topographic Survey	\$161,553
SUE Survey	\$87,000
Total Lump Sum for TSBVI Survey Services	\$271,618

Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon lump sum amount based on PSC's standard hourly rate schedule included in the original contract.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By Jared A. Higgins
Jared A. Higgins, PE, CEM, GGP
Senior Associate

TFC CONTRACT NO. 16-056-000

AMENDMENT NO. 1

EXHIBIT G-1

LIST OF A-E PROJECT MANAGER AND SUBCONTRACTORS

TFC Contract No. 16-056-000
Amendment No. 1
Exhibit G-1
List of A/E Project Manager and Subcontractors

Project-specific Staff Assignments: TSBVI Facility Assessment and Site/Utility Survey

Name	Credentials	Task Assignment	% of time assigned to this project
Monte Hunter, AIA	Architect	Principal-in-Charge	10%
Greg Billman, AIA	Architect	Quality Control	10%
Jared Higgins, PE, CEM	Professional Engineer	Program Manager	40%
Jamie Zavdony, AIA	Architect	Project Manager	75%
Kory Murphy	Intern Architect	Architectural Site Investigation	40%
Ryan Bailey, PE	Professional Engineer	Mechanical Site Investigation	40%
Isaac Aguilar, PE	Professional Engineer	Electrical Site Investigation	40%
Justin Teaff	Electrical Engineer	Electrical Site Investigation	40%
Derek Hammond, PE	Professional Engineer	Structural Site Investigation	30%
Derek Mayo, PE	Civil Engineer	Site Investigation	25%
Kim Hooker, AIA	Architect	Accessibility/Wayfinding	30%
Sam Wyatt	Professional Surveyor	Lead Surveyor	50%
Clay Williams	Surveyor	Survey Assistance	60%
Bryce Apel	Surveyor	Survey Assistance	60%
Nathan Morrow	Surveyor	Survey Assistance	60%
Craig Smith	Surveyor	Survey Assistance	60%
Patrick Phipps	Surveyor	SUE Survey	30%
Joey Franklin	Surveyor	SUE Survey	30%
Joe Daugherty	Surveyor	SUE Survey	30%
John Hill	Surveyor	SUE Survey	30%
Adam Warren	Surveyor	SUE Survey	30%
Craig Miller	Surveyor	SUE Survey	30%
Frank Miller	Surveyor	SUE Survey	30%
Corry Price	Surveyor	SUE Survey	30%
Ramon Maldonado	Surveyor	SUE Survey	30%