

TFC Contract No. 17-112-000
Amendment No. 2
Stanley Consultants, Inc.
Project No. 16-019-5530

**AMENDMENT NO. 2
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
STANLEY CONSULTANTS, INC.**

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 Stanley Consultants, Inc. (hereinafter referred to as “A/E”) located at 6836 Austin Center Boulevard, Suite 350, Austin, Texas, 78731, (hereinafter referred to collectively as the “Parties”) to amend the original Professional Services Agreement, between the parties, as amended.

RECITALS

WHEREAS, on July 29, 2017, the parties entered into that one certain *Professional Services Agreement Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Stanley Consultants, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, on April 27, 2018, the parties entered into Amendment No. 1 to 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, SECTION 2.1.10 by adding subsections (vi), (vii), (viii), and (ix), which shall read in their entirety as follows:

“ (vi) provide new stacked Information Technology (IT) closets and accessibility upgrades to restrooms in Building G (DHG); (vii) eliminate the uni-sex restrooms; (viii) complete the ADA improvements in DHG; and (ix) convert the 6th floor conference room into office cubicles in Building T (DHT), as more particularly described in the A/E’s Proposal dated May 24, 2018, attached hereto and incorporated here in for all purposes as “Exhibit A-2.”

3. 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 services provided under this Amendment No. 2 in the

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amount of Fifty Four Thousand Nine Hundred and No/100 Dollars (\$54,900.00), thus increasing the total amount from One Million One Hundred Thirty Six Thousand Five Hundred Eighty and No/100 Dollars (\$1,136,580.00), to a total not to exceed amount of One Million One Hundred Ninety One Thousand Four Hundred Eighty and No/100 Dollars (\$1,191,480.00).

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

TEXAS FACILITIES COMMISSION

STANLEY CONSULTANTS, INC.

By:  _____
C29FTF24A756477...

By:  _____
FC75889703X2491...

John S. Raff

Tom Hickey

Interim Executive Director

Vice President

Date of execution: 06/19/2018 | 8:30 AM CDT

Date of execution: 06/19/2018 | 7:41 AM CDT

G.C.  _____

Dir.  _____

D.E.D.  _____

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EXHIBIT A-2

A/E'S PROPOSAL DATED May 24, 2018



May 24, 2018

Mr. Kevin Sandberg
Project Manager
Texas Facilities Commission
Design and Construction
1711 San Jacinto Boulevard
Austin, TX 78701

Re: **Additional Professional Engineering Services:** Design for Deferred Maintenance Projects in Four State Buildings in Austin (Project No. 16-019-5530); **Buildings G (DHG) & T (DHT)**

Dear Mr. Sandberg:

Stanley Consultants appreciates the opportunity to submit this proposal for additional professional engineering/architectural services on the above referenced project. As requested, this proposal has been developed as **Additional Professional Engineering Services** to our previous **Phase 2: Design/Construction Administration**, as described in our March 30, 2017 proposal; and, as accepted and incorporated into our TFC Contract No.17-112-000.

It is Stanley Consultants understanding that the terms and conditions of this project assignment agreement will be defined by the standard form of TFC's Professional Architectural/Engineering Services Agreement.

I. General Project Information

The Project scope of work consists of engineering, and architectural services for the design and construction administration of prioritized deferred maintenance items within State of Texas DSHS Campus Buildings G and TK. A scope of work summary, as reviewed and discussed with you, has been provided for reference and described below as Design and Construction Phase Services for:

Building G –Restroom accessibility upgrades in conjunction with providing stacked IT rooms.

Building DHG	
Item	Description
1	Design EA Team will conduct investigative surveys of exiting conditions in DHG and coordinate between all disciplines as necessary for an installation to meet stated deficiencies.
2	Demolition of the existing restrooms on Levels 1, 3 & 4 to include walls, chases and areas as required to provide ADA access and resulting in remodeled Men's and Women's Rooms on these levels. Demolitions will also include all fixtures and finishes as required for new work.
3	Demolition of the existing uni-sex toilets on same levels will be included with all associated walls, chase areas, fixtures, and finishes as required to provide for new stacked IT rooms with new work.
4	Prepare Design / Construction Documents for new Men's and Women's Rooms on affected floors and coordinating all electrical, plumbing, mechanical and fire safety requirements from all sub-consultants for a complete functional installation.

5	Restroom new work will also fully integrate with RAS and TDLR reviews previously performed and add work in the inspection required at project conclusion
6	Prepare Design / Construction Documents for new stacked IT rooms on all floors at previous uni-sex restroom locations. Provide required chases and separations while coordinating all Data, Electrical, Mechanical & fire safety requirements for new rooms.
7	Work to include other miscellaneous demolition and new construction required for wall configurations, ceilings, lights, wall and floor finishes, and cutting and patching, to accommodate relocations of people and equipment.
8	Design EA Team will support for work by all disciplines to be integrated into other work coordinated by the main CMAR contract.

Building T –Sixth floor conference room conversion to office space to mitigate code related issues.

Building DHT	
Item	Description
1	Design EA Team will conduct investigative surveys of exiting conditions in DHT and coordinate between all disciplines as necessary to meet stated deficiencies.
2	Work to include other miscellaneous demolition and new construction required for all HVAC and wall configurations, ceilings, lights & receptacles, wall and floor finishes, and cutting and patching, to accommodate relocations of people and equipment.
3	Design EA Team shall prepare Design / Construction Documents for new office space while coordinating all Data, Electrical, Mechanical & fire safety requirements for new area configurations.
4	Design EA Team will support for work by all disciplines to be integrated into other work coordinated by the main CMAR contract.

II. Project Design Phase Services

Upon written authorization from Texas Facilities Commission to proceed with the Design Services, Stanley Consultants, and its sub-consultants, (CONSULTANT) shall perform the same Basic Services (Design, Bid, and Construction Contract Administration) as our current project design packages. In addition, the same exclusions as in our original proposal will also apply unless as modified within our TFC Contract.

Our intent is to incorporate this additional work into the current design schedule for packages for both the DHG and DHT buildings, however, this may require some Addendums as necessary. This design effort will require additional design meetings and discussions as well as the required Bidding and Award, and Construction Administration Services necessary. All such tasks have been included in our proposed fee.

III. Additional Services

Any Professional Services not included in Basic Services above will be considered Additional Services and are at TFC's option. These services, if exercised by TFC and agreed to by CONSULTANT, shall be paid

for in addition to compensation for Basic Services. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized, in writing, by TFC.

IV. Compensation

CONSULTANT proposes to perform the **Additional Professional Services** for this project, as described above for the following **Fixed Fees**:

TOTAL FEE (Both Buildings):

DHG/DHT \$ 54,900.00 (FIFTY-FOUR THOUSAND NINE HUNDRED & NO/100).

Building fees above are inclusive of all administrative and professional time and ordinary expenses for all parties to complete the work.

Should the TFC request further additional services during this work, those further services would be provided at our standard hourly rates, or negotiated fee at that time.

CONSULTANT will invoice based on a percentage complete for the overall project, inclusive of all buildings.

We appreciate the opportunity to continue our working relationship with TFC and look forward to working with you on this important project. If you have any questions please contact me at 512.427.3600.

Sincerely,

Stanley Consultants, Inc.



Randy Schrecengost, P.E.
Senior Project Manager

cc: Marketing Files