

**AMENDMENT NO. 3
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
STANLEY CONSULTANTS, INC.**

THIS AMENDMENT NO. 3 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as "Amendment No. 3") 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 on June 19, 2018, the parties entered into Amendment No. 2 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, by adding Section 2.1.11, which shall read in its entirety as follows:

"2.1.11. Additional Phase 2 Design/Construction Services for Building G Basement. A/E agrees to provide additional Professional Engineering Services for Building G Basement: Gym, Restroom and Showers and associated work. Services shall be performed in accordance with this Amendment No. 3, and A/E's Proposal dated July 3, 2018, attached hereto and incorporated herein for all purposes, as "Exhibit A-3," and shall include but not be limited to the following:

2.1.11.1. Conduct investigative surveys of existing conditions and coordinate between all disciplines as necessary.

2.1.11.2. Prepare Construction Documents for the demolition of the existing office and storage areas in the basement. Re-work of the affected areas layouts to accommodate the expansion of the existing gym/weight room.

2.1.11.3. Gym/weight room scope of work will include full coordination of Architectural, MEP, Fire Protection & Life Safety requirements but does not include any work for furniture, fixtures, or equipment. All flooring will be replaced with rubber tile; wall finishes to be paint only, but not mirrors, special lighting, or IT/TV hookups are included.

2.1.11.4. Prepare Construction Documents for the demolition and rework of building areas layouts to allow for expansion of the existing men's and women's restrooms to accommodate the addition of one (1) new shower in each restroom.

2.1.11.5. Coordinate Architectural, MEP, Fire Protection & Life Safety requirements and the addition of fixtures required per plumbing code. Re-work of layouts will include required chases and separations, and allow all restrooms to stack after the addition of showers, and upgrade domestic hot water ("DHW") components.

2.1.11.6. Miscellaneous demolition and new construction required for wall configurations, ceilings, lights, wall and floor finishes, and cutting and patching.

2.1.11.7. New work will fully integrate with registered accessibility specialist ("RAS") and Texas Department of Licensing and Regulation ("TDLR") reviews previously performed and add work in the inspection required at project conclusion.

2.1.11.8. Support work by all disciplines to be integrated into other work coordinated by the main Construction Manager-at-Risk Contractor.

2.1.11.9. Provide the additional efforts and site visits that are required for Construction Administration services, and added to current Construction Administration services anticipated."

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. 3 in the amount of Forty-Three Thousand Four Hundred Eighty and No/100 Dollars (\$43,480.00), thus increasing the total amount from One Million One Hundred Ninety One Thousand Four Hundred Eighty and No/100 Dollars (\$1,191,480.00), to a total not to exceed amount of One Million Two Hundred Thirty-Four Thousand Nine Hundred Sixty and No/100 Dollars (\$1,234,960.00).

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: JSR

By: Jesse Cabrera

John S. Raff

Print Name: Jesse Cabrera, P.E.

Interim Executive Director

Title: Business Development Manager

Date of execution: 9.27.18

Date of execution: 09/25/18

G.C. NRG

Dir. MR

D.E.D. MR

TFC Contract No. 17-112-000
Amendment No. 3
Stanley Consultants, Inc.
Project No. 16-019-2504

EXHIBIT A-3

A/E'S PROPOSAL DATED JULY 3, 2018



July 3, 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 DM Projects in Four State Buildings in Austin (Project No. 16-019-5530); Building G Basement: Gym, RR/Showers & Associated Work.**

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

Building DHG	
Item	Description
1	Design EA Team will conduct investigative surveys of existing conditions in DHG and coordinate between all disciplines as necessary for an installation to meet stated SOW.
2	Design EA Team will prepare Construction Documents for the demolition of the existing office and storage areas in the basement; and, the rework of the affected areas layouts to accommodate the expansion of the existing gym/weight room.
3	Scope of Work for the gym/weight room will include full coordination of Architectural, MEP, Fire Protection & Life Safety requirements but does not include any work for Furniture, Fixtures, or Equipment. All flooring will be replaced with rubber tile; wall finishes to be paint only, but no mirrors, special lighting, or IT/TV hookups included.
4	Design EA Team will prepare Construction Documents for the demolition and rework of building areas layouts to allow for expansion of the existing men's and women's restrooms to accommodate the addition of one new shower in each restroom.

5	Scope of Work for the RRs>Showers will include full coordination of Architectural, MEP, Fire Protection & Life Safety requirements and the addition of fixtures required per plumbing code. Re-work of layouts will include required chases and separations, and allow all RRs to stack after the addition of showers, and upgraded DHW components.
6	All work above to include miscellaneous demolition and new construction required for wall configurations, ceilings, lights, wall and floor finishes, and cutting and patching.
7	New work will fully integrate with RAS and TDLR reviews previously performed and add work in the inspection required at project conclusion
8	Design EA Team will support work by all disciplines to be integrated into other work coordinated by the main CMAR contract.
9	Design EA Team will provide the additional efforts and site visits that are required for Construction Administration services, and added to current CA services anticipated.

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 the DHG building, 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:

DHG: \$ 43,480.00 (FORTY-THREE THOUSAND FOUR HUNDRED EIGHTY & 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.

A handwritten signature in black ink that reads "Randy Schrecengost". The signature is written in a cursive, flowing style.

Randy Schrecengost, P.E.
Senior Project Manager

cc: Jesse Cabrera, Marketing Files