

TFC Contract No. 17-112-000  
Amendment No. 4  
Stanley Consultants, Inc.  
Project No. 16-019-2504

**AMENDMENT NO. 4  
TO THE  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES  
AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
STANLEY CONSULTANTS, INC.**

**THIS AMENDMENT NO. 4** to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 4”) 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, on June 19, 2018, the parties entered into Amendment No. 2 to the Agreement, and on September 27, 2018, the parties entered into Amendment No. 4 of 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:

“2.1.12. Additional Phase 2 Design/Construction Services for Building G Building T. A/E agrees to provide additional Professional Engineering Services for Building G and Building T and associated work. Services shall be performed in accordance with this Amendment No. 4, and A/E’s Proposal dated November 12, 2018, attached hereto and incorporated herein for all purposes, as “Exhibit A-4,” and shall include but not be limited to the following:

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2.1.12.1. In coordination with DSHS Facilities, conduct investigative surveys of existing modular furniture conditions where proposed life safety corridor improvements conflict with existing suite-side modular furniture installations and coordinate resolutions between all disciplines as necessary.

2.1.12.2. Prepare Construction Documents for revising modular furniture layouts where they conflict with new corridor improvements. Include identifying modular furniture parts and pieces that may be required to complete new layout configuration.

2.1.12.3. 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.

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

2.1.12.5. 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. 4 in the amount of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00), thus increasing the total amount from One Million Two Hundred Thirty-Four Thousand Nine Hundred Sixty and No/100 Dollars (\$1,234,960.00), to a total not to exceed amount of One Million Two Hundred Fifty-Two Thousand Four Hundred Sixty and No/100 Dollars (\$1,252,460.00).

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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.**

DocuSigned by:  
By: Mike Novak  
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DocuSigned by:  
By: Jesse Cabrera  
304790CD7BB94F9...

Mike Novak

Jesse Cabrera, P.E.

Executive Director

Business Development Manager

Date of execution: 12/24/2018 | 7:00 AM CST

Date of execution: 12/24/2018 | 6:07 AM CST

G.C. NRG

Dir. mh

D.E.D. JK

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**EXHIBIT A-4**

**A/E's Proposal dated November 12, 2018**



# Stanley Consultants INC

A Stanley Group Company  
Engineering, Environmental and Construction Services - Worldwide

TFC contract No. 17-112-000 - Amendment No. 4

November 12, 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); **Modular Furniture Survey due to Wall Relocation.**

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 Scope of Work Information

The Project scope of work consists of Architectural review of existing furniture layouts; and, to survey 13 floors to verify cubicle and office locations to determine areas conflicting with the proposed life safety improvements. CONSULTANT will provide design changes, if possible to avoid conflicts. Where conflicts are unavoidable, CONSULTANT will work with TFC staff to determine how the existing cubicles will be reconfigured and relocated, including suggestions for cubicles parts that may be required for the new location. CONSULTANT will prepare drawings to accommodate the new layouts and cubicle locations.

## II. Exclusions to Professional Services

This proposal specifically excludes any CONSULTANT efforts regarding:

1. Final specifications, ordering of cubicle parts, cubicle deconstruction and reinstallation. It is assumed this will be done by TFC, or their designated Contractor.
2. Assessment for and/or submission of LEED or other sustainable/green rating system evaluations.
3. Mechanical/Electrical Services required as necessitated due to wall relocations.
4. Additional Bid or Construction Phase Services.

## III. Additional Services

Any Professional Services not included in Basic Services above will be considered Additional Services and are at TFC's option. These additional services may be due to the project scope of work expanding significantly in size and/or complexity, or if the project scope is augmented to include otherwise excluded items not listed above. If this occurs, CONSULTANT will bring this issue to the attention of the TFC Project Manager for discussion and consideration as potential additional services.

Any Additional Services, if exercised by TFC and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services in our existing contract. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized, in writing, by TFC.

**IV. Compensation**

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 described above as part of 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 construction schedule for packages for the Four (4) Building, DSHS Campus project, however, this may require some Addendums as necessary. This design effort is not anticipated to require additional design meetings and discussions outside of the services described; or, have any required Bidding and Award, and Construction Administration Services necessary. All such tasks have been excluded in our proposed fee.

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

**TOTAL FEE:**

**DHG: \$ 17,500.00 (SEVENTEEN THOUSAND FIVE HUNDRED & NO/100).**

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: Jesse Cabrera, Marketing Files