

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
STANLEY CONSULTANTS, INC.**

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 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, 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 2.1.10, which shall read in their entirety as follows:

“2.1.10. Additional Design and Construction Administration Services. A/E agrees to provide additional Professional Services for Buildings F (DHF) and K (DHK) to the previous Phase 2 Design and Construction Administration professional services contract for TFC 2016-2017 Deferred Maintenance Department of State Health Services (hereinafter referred to as “DSHS”) four (4) Buildings project. These two buildings are also on the DSHS Campus located at 1100 West 49th Street, Austin, Texas. Phase 2, Design and Construction Administration services shall include, but are not limited to: (i) providing detailed design, documentation, construction plans and specifications required to complete bid, implementation and construction of the defined scope of work; (ii) providing a list of items to be tested and/or inspected, including, but not limited to, Americans With Disabilities Act (ADA), commissioning, testing and balancing, environmental and construction materials testing; (iii) coordinating with TFC’s third party commissioning agent;

(iv) assisting construction manager-at-risk during all guaranteed maximum price (GMP) solicitations through award and development of guaranteed maximum price; and (v) providing construction administration support, as further described in the A/E's Proposal dated February 2, 2018, attached hereto and incorporated here in for all purposes as "Exhibit A-1."

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. 1 in the amount of One Hundred Fifty Two Thousand One Hundred Thirty and No/100 Dollars (\$152,130.00), thus increasing the total amount from Nine Hundred Eighty Four Thousand Four Hundred Fifty and No/100 Dollars (\$984,450.00), to a total not to exceed amount of One Million One Hundred Thirty Six Thousand Five Hundred Eighty and No/100 Dollars (\$1,136,580.00).

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

TEXAS FACILITIES COMMISSION

By: JSRH

John S. Raff

Interim Executive Director

Date of execution: 4-27-18

G.C. NRG

Dir. MW

D.E.D. M

STANLEY CONSULTANTS, INC.

By: Thomas J. Hickey

Thomas J. Hickey

Vice President

Date of execution: April 27, 2018

TFC Contract No. 17-112-000
Amendment No. 1
Stanley Consultants, Inc.
Project No. 16-019-5530 & 18-014-5531

TFC CONTRACT NO. 17-112-000

AMENDMENT NO. 1

EXHIBIT A-1

A/E'S PROPOSAL DATED FEBRUARY 2, 2018



Stanley Consultants INC.

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

February 2, 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 F (DHF) & K (DHK)**

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, architectural, and fire protection services for the design and construction administration of prioritized deferred maintenance items within State of Texas DSHS Campus Buildings F and K. A scope of work summary, as reviewed and discussed with you for each building, has been provided for reference and described below.

Building DHF	
DM Item	DM Description
1	Replace exiting AHU and replace pneumatic controls with DDC.
7	Provide updated Short-circuit and Arc-Flash study for the entire buildings electrical distribution system
8	Provide a fire alarm strobe in Room 113.0. (Design only)
9	Provide a speaker / strobe in Room 115.1. (Design only)
10	Provide new roofing, flashings and coping with new including code compliant insulation. Trim adjacent tree.
11	At the Café, remove existing sliding aluminum doors and replace with new aluminum storefront doors and windows using out swinging doors with panic hardware and insulated glazing with low coating for thermal comfort, daylighting and reduced glare. Remove deteriorated corrugated canopy at exterior.
17	Relocate Lactation function to another location. Turn into unisex accessible toilet. This does not fully accommodate the required number of fixtures. For the building 3 male

	and 3 female fixtures are required. Because the courtyard functions in conjunction with the cafeteria that occupant load should also be accommodated.
18	Replace all handle sets with knobs with new lever sets. Replace all cores with new keying system consistent with other new DSHS buildings.
19	Provide new accessible room signs and wayfinding. Provide code compliant exit signage, Provide coordinated Campus, Building, and Department identity and wayfinding signs.
20	Replace fixture and mount for correct knee clearance and adjust wall configuration to provide width clearance.
21	Renovate wall to provide clearance.
24	Abate remaining asbestos containing material.
27	Remove the plywood in the electrical room or install fire-retardant treated wood to comply with the building construction type in accordance with NFPA 220.
30	The interior double doors serving the Café are locked at the end of the day. Remove the locks on the interior doors in accordance with NFPA 101 Section 7.2.1.5. Or, remove the walls from the connector between G, F, and A100 to create exterior door assemblies and comply with the requirements of NFPA 101 Sections 7.2.1.5.5 and 13.2.2.2.4.
31	Provide compliant exit signs for all required exits in accordance with NFPA 101 Sections, 7.8, 7.9, 7.10, 13.2.8, 13.2.9, 13.2.10, 39.2.8, 39.2.9, 39.2.10. Conduct a circuit by circuit pathway tracing to verify lighting on emergency power. Then conduct a comprehensive emergency power test that simulates loss of power to the building which may involve having the generator operate.
32	Provide compliant means of egress illumination throughout the building in accordance with NFPA 101 Sections 7.8, 7.9, 7.10, 13.2.8, 13.2.9, 13.2.10, 39.2.8, 39.2.9, 39.2.10. Conduct a circuit by circuit pathway tracing to verify lighting on emergency power. Then conduct a comprehensive emergency power test that simulates loss of power to the building which may involve having the generator operate.
37	Provide an automatic sprinkler system throughout Building F to comply with NFPA 101 Section 6.1.14.3; IBC Sections 903.2.1.2, 903.2.9

Building DHK	
DM Item	DM Description
1	Replace exiting AHU and replace pneumatic controls with DDC.
2	Provide new panelboards & electrical equipment as needed for Building.
3	Provide updated Short-circuit and Arc-Flash study for the entire building electrical distribution system.
4	Revise the door swing in accordance with NFPA.
5	Provide an automatic sprinkler system throughout Building K.
6	Complete Asbestos abatement

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 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 that follows.

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**:

DHF \$101,500.00 (ONE HUNDRED ONE THOUSAND FIVE HUNDRED & NO/100);

DHF \$ 50,630.00 (FIFTY THOUSAND SIX HUNDRED THIRTY & NO/100).

TOTAL FEE (Both Buildings):

Both: \$152,130.00 (ONE HUNDRED FIFTY THOUSAND ONE HUNDRED THIRTY & 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