

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
AGREEMENT
GEORGE H. W. BUSH STATE OFFICE BUILDING
1801 CONGRESS AVENUE
CAPITOL COMPLEX PROJECT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HKS, 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 HKS, Inc., an S Corporation (hereinafter referred to as “Architect/Engineer” or “A/E”), located at 350 North Saint Paul Street, Suite 100, Dallas, Texas 75201 (hereinafter referred to collectively as the “parties”), to amend the original Professional Architectural/Engineering Services Agreement between the parties.

RECITALS

WHEREAS, on March 15, 2018, the parties entered into that one certain *Professional Services Architectural/Engineering Services Agreement Between the Texas Facilities Commission and HKS, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to modify certain terms 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 III – TERM AND TERMINATION – by deleting Section 3.1, Duration, in its entirety and replacing it with Section 3.1, Duration, as follows:

“3.1. Duration. This Agreement shall be effective as of the Effective Date and shall terminate on March 31, 2022, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.

3. The parties agree to modify ARTICLE X – INSURANCE, as follows:

3.01. Section 10.12, Contractor's Pollution Liability Insurance, and its subsections, 10.12.1 through 10.12.10, inclusive, are hereby deleted in their entirety.

3.02. Section 10.19.7, Deductibles, is hereby deleted in its entirety, and replaced with Section 10.19.7, Deductibles, as follows:

"10.19.7. Deductibles. All deductibles and self-insured retentions shall be disclosed on the certificate, and shall be paid by, assumed by, for the account of, and at A/E's sole risk without any right of reimbursement. No deductible or self-insured retention shall exceed \$150,000.00 without prior written approval of Owner, except as otherwise specified herein. If A/E elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$150,000.00, A/E shall be obligated to grant Owner all rights against A/E to the same extent as if A/E had maintained the insurance required hereunder with a commercial insurer, including but not limited to additional insured status, (as to liability policies other than Professional Liability Insurance and Workers' Compensation Insurance) primary and non-contributory liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. A/E shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the same extent all of the foregoing would have been covered had A/E maintained the insurance required hereunder with a commercial insurer."

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

TEXAS FACILITIES COMMISSION

HKS, INC.

By: JSR

By: Jess Corrigan

John S. Raff

Jess Corrigan, AIA

Interim Executive Director

Partner, Senior Vice President

Date of execution: 5.4.18

Date of execution: 2 May 2018

G.C. NRG

Dir. MW

D.E.D. JK