

**AMENDMENT NO. 3
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. 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 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, as amended.

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, on May 4, 2018, the Parties executed Amendment No. 1 changing the Duration of the Agreement and modifying certain insurance terms; and

WHEREAS on February 15, 2019, the Parties executed Amendment No. 2 to provide for Additional Services and fees toward the implementation of Building Information Model to Facilities Management, and to extend the Duration of the Agreement; and

WHEREAS, subject to Agreement Sections 2.2.12, TFC Approvals, and 11.28, Entire Agreement and Modification, the Parties now desire to amend the Agreement to acknowledge and correct an error in the amount of Three Hundred Thousand and No/100 (\$300,000.00) in Article IV, Consideration, as more particularly set forth 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 amend ARTICLE IV – CONSIDERATION, Section 4.1.1, Fixed

Fee, to reduce the total amount of Fixed Fee by Three Hundred Thousand and No/100 Dollars (\$300,000.00), which amount represents the difference between the A/E's Proposed fee of Ten Million Eighty Thousand and No/100 Dollars (\$10,080,000.00) and reimbursable expenses of Three Hundred Thousand and No/100 Dollars (\$300,000.00) as set forth in Agreement "Exhibit I," Detailed Scope of Services dated 30 November 2017, and the total amount of Fixed Fee stated in the Agreement executed on March 15, 2018 of Ten Million Six Hundred Eighty and No/100 Dollars (\$10,680,000.00). Section 4.1.1, Fixed Fee, as amended, is hereby deleted in its entirety, and replaced with Section 4.1.1, Fixed Fee, as follows:

"4.1.1. Fixed Fee. In exchange for the proper performance and timely delivery of the Professional Services as specified by this Agreement, A/E shall be paid a fixed fee of Ten Million Four Hundred Thirty-Three Thousand One Hundred Eighty and No/100 Dollars (\$10,433,180.00). A/E will not be compensated for any Professional Services performed or delivered by A/E prior to the Effective Date of this Agreement or after its termination. Such Fixed Fee shall be paid to A/E pursuant to A/E's Fee Schedule and Staffing Plan, 'Exhibit E.'"

3. 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: DocuSigned by: Mike Novak
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By: DocuSigned by: Jess Corrigan, Partner, Senior Vice President
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Mike Novak

Jess Corrigan, AIA

Executive Director

Partner, Senior Vice President

Date of execution: 03/18/2019 | 9:35 AM CDT

Date of execution: 03/18/2019 | 8:40 AM CDT

GC NRG

Dir mx

DED jk