

TFC Contract No. 18-142-000
HKS, Inc.
Amendment No. 4
Project No. 17-016-8002

**AMENDMENT NO. 4
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. 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 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 extending 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, on March 18, 2019, the Parties executed Amendment No. 3, to acknowledge and correct an error in the total amount of the Fixed Fee;

WHEREAS, subject to Agreement Section 2.2.12, TFC Approvals, Section 4.5, Additional Services, and Section 11.28, Entire Agreement and Modification, the Parties now desire to amend the Agreement to provide for Additional Services and Fees, all 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 amend ARTICLE II – SCOPE OF SERVICES, Section 2.2.5, Owner Coordinated Document Review Process, by adding Subsection 2.2.5.3, so that the Additional Services described in A/E’s Proposal for Additional Services dated December 17, 2018 are incorporated in their entirety, as follows:

“2.2.5.3. A/E agrees to timely deliver the Professional Services described below and in the Detailed Scope of A/E’s Services, incorporated herein for all purposes as ‘Exhibit I,’ pursuant to the Professional Services Schedule. A/E shall provide utility design coordinated to avoid utility disruption to existing structures. Deliverable package shall include sealed architectural and engineering design document package for bidding, permitting and construction. A/E shall provide the Additional Services described in A/E’s Proposal for Additional Services dated December 14, 2018, attached hereto and incorporated herein for all purposes as ‘Exhibit I-1.’ A/E shall provide the Additional Services described in A/E’s Proposal for Additional Services dated December 17, 2018, attached hereto and incorporated herein for all purposes as ‘Exhibit I-2’ in connection with tenant improvements for the Department of Public Safety spaces.”

3. The Parties agree to amend ARTICLE IV – CONSIDERATION, Section 4.1, Contract Limit-Fees and Expenses, Section 4.1.1, Fixed Fee, by reflecting additional fees in the amount of Five Hundred Thirty-Five Thousand and No/100 Dollars (\$535,000.00), thus increasing the total amount of the Agreement from Ten Million Four Hundred Thirty-Three Thousand and No/100 Dollars (\$10,433,180.00), to a total not to exceed amount of Ten Million Nine Hundred Sixty-Eight Thousand One Hundred Eighty and No/100 Dollars (\$10,968,180.00). Therefore, Section 4.1.1, Fixed Fee, 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 Nine Hundred Sixty-Eight Thousand One Hundred Eighty and No/100 Dollars (\$10,968,180.00). 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.’”

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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

HKS, INC.

DocuSigned by:
Mike Novak
By: B1C9FC9A8929417...

DocuSigned by:
Jess Corrigan, Partner, Senior Vice President
By: F2315E1D001E4F6...

Mike Novak

Jess Corrigan, AIA

Executive Director

Partner, Senior Vice President

Date of execution: 03/28/2019 | 7:25 AM CDT

Date of execution: 03/27/2019 | 5:12 PM CDT

GC *NRG*

Dir *mh*

DED *[Signature]*

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Exhibit I-2

TFC Contract No. 18-142-000 - Amendment No. 4

Exhibit I-2



Jess Corrigan
AIA, PRINCIPAL, SENIOR VICE PRESIDENT

17 December 2018

Ms. Janie Gribble
Texas Facilities Commission
1701 San Jacinto, Suite 400
Austin, TX 78701

Total fee \$535,000
incl \$30K reimb allowance
Less \$300,00
unassigned fee in Contract
Total \$235,000

___ TFC

___ HKS

Re: Capitol Complex Package Four: 1801 Congress Avenue
Programming and Interior Design, Texas Department of Public Safety Offices and EOC

Dear Ms. Gribble:

HKS, Inc., ("HKS") is pleased to submit to Texas Facilities Commission, ("Client"), our professional design services proposal for the Texas Department of Public Safety offices and Operations Center (the "Project").

Project Detail

- Approximately 37,000 assignable sf, on 3rd and 4th floors, in new first-generation space in 1801 Congress State Office Building
- Design of general office space
- Design of 7,000 sf Emergency Operations Center within the above space containing Mission Critical communications, showers, lockers, food service canteen.

Scope of Services

HKS will provide programming and interior architecture services as well as MEP, Structural, and Data/Communication services as described for the Project. Services will be provided as defined in the *Agreement Between Owner and Architect*, and the *TFC A/E Requirements* for this project.

Fees and Payment

Compensation to HKS and its consultants for its Services shall be as indicated in this chart, it assumes both components are simultaneous:

General Office Areas - 30,000sf	Interior Design	MEP	Data/Com A/V, Security	Graphics (Hourly not to exceed)	TOTAL
Programming/Evaluation	\$28,000	\$1,000	\$1,000	\$2,000	\$32,000
Basic Services					
Schematic Design	\$21,000	\$6,000	\$2,000	\$4,000	\$33,000
Design Development	\$21,000	\$9,000	\$4,000	\$7,000	\$41,000
Construction Documents	\$42,000	\$18,000	\$7,000	\$15,000	\$82,000
Construction Administration	\$21,000	\$9,000	\$4,000	\$9,000	\$43,000
BASIC SERVICES SUB-TOTAL	\$105,000	\$42,000	\$17,000	\$35,000	\$199,000
TOTAL	\$133,000	\$43,000	\$18,000	\$37,000	\$231,000

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EOC 7,000sf	Interior Design	MEP	Data/Com A/V & Security	Graphics (hourly not to exceed)	Acoustics	TOTAL
Programming/ Evaluation	\$27,000	\$4,000	\$5,000	\$1,000		\$37,000
Basic Services						
Schematic Design	\$18,000	\$12,000	\$3,000	\$1,000	\$500	\$34,500
Design Development	\$30,000	\$15,000	\$6,000	\$2,000	\$1,500	\$54,500
Construction Documents	\$60,000	\$30,000	\$12,000	\$3,000	\$2,000	\$107,000
Construction Administration	\$14,000	\$17,000	\$6,000	\$2,000	\$2,000	\$41,000
BASIC SERVICES SUB- TOTAL	\$122,000	\$74,000	\$27,000	\$8,000	\$6,000	\$237,000
TOTAL	\$149,000	\$78,000	\$32,000	\$9,000	\$6,000	\$274,000

Other Services:

Furniture - \$0.75/sf (existing inventory not included)
Final Professional Renderings - 3 @ \$2,500 each
Additional Finish Boards if requested: Hourly cost + materials

Reimbursable Expenses

Expenses shall be in accordance with the Agreement. An estimate of these expenses is \$30,000.

Additional Services

Should there be a request for additional services or if there are deviations from scope of services described in this proposal, HKS shall submit an additional service request to the Client for approval, prior to commencement of the services. Additional services shall be a stipulated sum based on our hourly rates.

Additional Consultants

Consultants services and fees shall be confirmed after programming is completed. If the services of consultants other than any included in the Scope of Services given above are required, and if Client requests these consultants be retained by HKS, HKS will invoice those additional consultants at the rate described in the Agreement.

Schedule

The proposed programming schedule anticipates holidays and tenant availability float time, to be approximately 75 days. Upon authorization, HKS will develop a project schedule with you to understand the process in detail.

Statement of Jurisdiction

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Phone: 512/305-9000, has jurisdiction over individuals registered as architects or interior designers in Texas. The Board's internet address is www.tbae.state.tx.us.

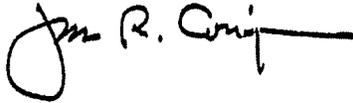
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Exhibit I-2

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If the terms of this proposal are acceptable, please acknowledge your acceptance by preparing the appropriate amendment to our base agreement for our execution. Thank you for considering HKS. We look forward to an opportunity to work together on this project.

Best Regards,

A handwritten signature in black ink, appearing to read "Jess R. Corrigan". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jess Corrigan, AIA