

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HUITT-ZOLLARS, 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 Huitt-Zollars, Inc. (hereinafter referred to as “A/E”), located at 1500 South Dairy Ashford, Suite 200, Houston, Texas 77077 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Architectural/Engineering Services Agreement between the parties (hereinafter referred to as the “Agreement”).

RECITALS

WHEREAS, on September 12, 2016, the parties entered into that one certain *Professional Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Huitt-Zollars, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to extend the term, to provide for additional compensation and fees, to amend Exhibit F, A/E’s List of Project Manager and Subcontractors, and to incorporate the statutorily required Provision Against Boycotting Israel, 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 modify ARTICLE III – TERM AND TERMINATION, SECTION 3.1 – DURATION, by deleting it 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 May 31, 2019, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

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 reimbursable expenses to be provided under this

Amendment No. 1 in the amount of Five Thousand and No/100 Dollars (\$5,000.00), thus increasing the total amount of the Agreement from Two Hundred Sixty Nine Thousand Fifty and No/100 Dollars (\$269,050.00), to a total not to exceed amount of Two Hundred Seventy Four Thousand Fifty and No/100 Dollars (\$274,050.00), as more particularly described in "Exhibit A-1," A/E's Proposal dated November 10, 2017, attached hereto and incorporated herein for all purposes.

4. The parties agree to modify ARTICLE V – ACKNOWLEDGMENT, COVENANTS, AND AGREEMENTS, SECTION 5.2 – ACKNOWLEDGMENTS, COVENANTS, AND AGREEMENTS OF A/E, SUBSECTION 5.2.8 – IDENTIFICATION OF PROJECT MANAGER AND ALL SUBCONTRACTORS, by amending Exhibit F, List of A/E Project Manager and Subcontractors, to add Exhibit B-1, List of Additional A/E Project Manager and Subcontractors, for this Amendment No. 1, attached hereto and incorporated herein for all purposes.

5. The parties agree to further modify ARTICLE V – ACKNOWLEDGMENT, COVENANTS, AND AGREEMENTS, SECTION 5.2 – ACKNOWLEDGMENTS, COVENANTS, AND AGREEMENTS OF A/E, by adding SUBSECTION 5.2.18, as follows:

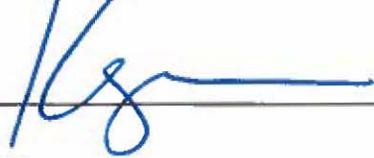
"5.2.18. Prohibition Against Boycotting Israel. In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, A/E certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement."

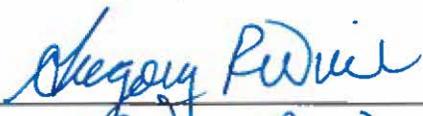
6. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to be effective as of December 31, 2017.

TEXAS FACILITIES COMMISSION

HUITT-ZOLLARS, INC.

By: 

By: 

Kay Molina

Print Name: Gregory R. Wine

General Counsel

Print Title: Senior Vice President

Date of execution: 1/23/18

Date of execution: 1/22/2018

G.C. NRG

Dir. MW

D.E.D. M

TFC CONTRACT NO. 16-142-001

AMENDMENT NO. 1

EXHIBIT A-1

A/E'S PROPOSAL DATED NOVEMBER 10, 2017

HUITT-ZOLLARS

HUITT-ZOLLARS INC. | 1500 South Dairy Ashford | Suite 200 | Houston, TX 77077-3858 | 281.496.0066 phone | 281.496.0220 fax | huilt-zollars.com

November 10, 2017

Jason Nezamabadi, AIA
Project Manager
Texas Facilities Commission
Facilities Design & Construction Division
1711 San Jacinto Blvd., 4th floor
Austin, Texas 78701

Reference: Texas Department of Public Safety's (DPS) Gessner and Townhurst Facilities, Project No. 16-013-6077

Subject: Additional Services Request 001- Increase to Reimbursable Expenses Budget

Dear Mr. Nezamabadi:

Per our previous discussion Huitt-Zollars, Inc. (Huitt-Zollars) requests an increase to the Gesner CDL Annex and Townhurst Renovation Project reimbursable expense budget from \$5,000.00 to \$10,000.00 which includes fees associated with TDLR ADA Accessibility Submittal, Plan Review and Inspection; authorized travel and reproduction of construction documents.

1.0 Total Proposed Fee

Total proposed reimbursable fee increase is \$5,000.00

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please send us a written notification for our files. If you have any questions, please call.

Sincerely,
HUITT-ZOLLARS, INC.



Chris Manthei, AIA, RAS
Vice President



Gregory R. Wine, P.E., LEED AP
Senior Vice President

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE is located in the Hobby Building, 333 Guadalupe, Suite 2-305, Austin, TX 78701. Telephone number: 512-305-9000.

TFC CONTRACT NO. 16-142-001

AMENDMENT NO. 1

EXHIBIT B-1

A/E'S LIST OF ADDITIONAL PROJECT MANAGER AND SUBCONTRACTORS

**LIST OF ADDITIONAL A/E PROJECT MANAGER
 AND
 SUBCONTRACTORS**

<p>A. A/E Project Manager:</p>		<p><u>Chris Manthei</u> (Name) <u>Huitt-Zollars</u> (Company) <u>1001 Fannin, suite 4040</u> (Address) <u>713-542-3944</u> (Cell #) <u>cmanthei@huitt-zollars.com</u> (Email)</p>
		<p><u>Kyle Byrne</u> (Name) <u>Huitt-Zollars</u> (Company) <u>1001 Fannin, Suite 4040</u> (Address) <u>204-405-8515</u> (Cell #) <u>kbyrne@huitt-zollars.com</u> (Email)</p>
<p>B. E&C Project Manager:</p>		<p><u>Heather Camden, PE</u> (Name) <u>E&C Engineers & Consultants Inc.</u> (Company) <u>1010 Lamar, Suite 650, Houston, TX 77002</u> (Address) <u>(713)305-5479</u> (Cell #) <u>camden@eceng.com</u> (Email)</p>
<p>C. E&C Staff: MEP</p>		
	<p>1.</p>	<p><u>Larkin Gentry, PE</u> (Name) <u>E&C Engineers & Consultants Inc.</u> (Company) <u>1010 Lamar, Suite 650, Houston, TX 77002</u> (Address) <u>(713)569-4570</u> (Cell #) <u>gentry@eceng.com</u> (Email)</p>
	<p>2.</p>	<p><u>Gus Mobayed, PE</u> (Name) <u>E&C Engineers & Consultants Inc.</u> (Company) <u>1010 Lamar, Suite 650, Houston, TX 77002</u> (Address) <u>(713)865-6524</u> (Cell #) <u>mobayed@eceng.com</u> (Email)</p>
	<p>3.</p>	<p><u>Cary Berger</u> (Name) <u>E&C Engineers & Consultants Inc.</u> (Company) <u>1010 Lamar, Suite 650, Houston, TX 77002</u> (Address) <u>(832)721-6310</u> (Cell #) <u>cberger@eceng.com</u> (Email)</p>
	<p>4.</p>	<p><u>Pete Lugo</u> (Name) <u>E&C Engineers & Consultants Inc.</u> (Company)</p>

