

TFC Contract No. 16-142-000
Huitt-Zollars, Inc.
Amendment No. 2
Project No. 16-013-6077

**AMENDMENT NO. 2
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HUITT-ZOLLARS, INC.**

This Amendment No. 2 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 2”) 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 10350 Richmond Avenue, Suite 300, Houston, Texas, 77042-4248 (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”), as amended.

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, on January 23, 2018, the Parties executed Amendment No. 1; and

WHEREAS, the parties now desire to amend the Agreement, as amended, in order to: extend the term of the Agreement; provide for additional compensation and fees; incorporate a statutorily required provision; modify the Workers’ Compensation and Employers’ Liability Insurance requirement, and change A/E’s address, 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 August 31, 2020, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

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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 project analysis services, Phase 2, 1220 South Gessner Road, Houston, to be provided under this Amendment No. 2 in the amount of Forty-One Thousand and No/100 Dollars (\$41,000.00), thus increasing the total amount of the Agreement from Two Hundred Seventy-Four Thousand Fifty and No/100 Dollars (\$274,050.00), to a total not to exceed amount of Three Hundred Fifteen Thousand Fifty and No/100 Dollars (\$315,050.00), as more particularly described in “Exhibit A-2,” A/E’s Proposal and Budget Worksheet dated April 28, 2019, and comprised of three (3) pages, 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, by adding SUBSECTION 5.2.19, as follows:

“5.2.19. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.”

5. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.2, Required Insurance Coverages, Subsection 10.2.1, Workers’ Compensation and Employers’ Liability Insurance, by deleting Paragraph 10.2.1.1 in its entirety and replacing it with Paragraph 10.2.1.1, as follows:

“10.2.1.1. In accordance with Tex. Lab. Code §406.096(b), A/E shall require each Subcontractor to certify in writing to the Contractor that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. Owner is entitled, upon request and without expense, to receive copies of Subcontractor’s written certifications.”

6. The Parties agree to modify ARTICLE XI – Section 11.7, Notices, by deleting the address for A/E in its entirety and replacing it with the following:

“If to A/E: Huitt-Zollars, Inc.
Attention: Gregory R. Wine, Senior Vice President
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
Phone: (281) 496-0066
E-Mail: GWine@huitt-zollars.com”

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7. 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. 2 to be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

HUITT-ZOLLARS, INC.

By: DocuSigned by:
Mike Novak
B1C9FC0A8020417...

By: DocuSigned by:
Gregory R. Wine, P.E., Senior Vice President
445468523C41446...

Mike Novak

Gregory R. Wine

Executive Director

Senior Vice President

Date of execution: 05/10/2019 | 2:22 PM CDT

Date of execution: 05/10/2019 | 1:45 PM CDT

GC NRG

Dir MR

DED h

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EXHIBIT A-2

A/E'S PROPOSAL AND BUDGET WORKSHEET DATED APRIL 28, 2019

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. | 10350 Richmond Ave. | Suite 300 | Houston, TX 77042-4248 | 281.496.0066 phone | 281.496.0220 fax | huitt-zollars.com

April 28, 2019

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) South Gessner Facility, Project No. 16-013-6077

Subject: Proposal for Professional Architectural and Engineering Services for Project Analysis

Dear Mr. Nezamabadi:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our revised proposal for professional architectural and engineering services to the Texas Facilities Commission (TFC) for the Texas Department of Public Safety (DPS) Facility located at 12220 South Gessner Road, Houston, Texas (Project). Our proposal is based upon the following project understanding, scope of services, compensation and schedule and the terms and conditions in the TFC's standard professional services agreement.

PROJECT UNDERSTANDING:

The purpose of this project is to develop a Project Analysis (PA) to renovate the DPS Facility to accommodate DPS's operational needs based on the space program provided by DPS dated November 6, 2018 and to address the deficiencies identified in the Facility Condition Assessment prepared by Huitt-Zollars in January 27, 2017. The PA will include floor and site plans, space plan, a narrative identifying the scope of work and project cost estimate. The renovations will include, but not be limited to, the removal and replacement of interior door, partitions, millwork, ceilings and interior finishes. The existing mechanical, electrical, data/communications and plumbing systems will be removed and replaced. The existing structure and exterior walls will remain with work on the building envelope to prevent water intrusion. The existing metal roof will be evaluated to address deficiencies. The existing asphalt drives and public parking lot will be replaced with a new concrete paving and associated striping, signage and drainage enhancements. The existing employee parking capacity will be evaluated to determine if any additional employee parking and associated detention will be required.

SCOPE OF SERVICES:

1.0 Basic Services

1.1 Phase 1 - Project Analysis

- A. Conduct a Space Planning charrette and workshops with TFC and DPS to obtain additional information and decisions that will shape the design of the Project. The purpose of the charrette is to:
- 1) Obtain input on the overall design concepts for the Project
 - 2) Document the DPS's project goals and objectives
 - 3) Identify best use and maximize useable space
 - 4) Identify and evaluate opportunities to improve operational efficiency
 - 5) Review requirements for offices, meeting/conference/training rooms, storage, and other functions
 - 6) Review administrative activities and requirements
 - 7) Review public access and flow of the public through the various customer service areas
 - 8) Review site and building security and access control requirements
 - 9) Review relationships and required adjacencies between functional areas
 - 10) Review current and projected staffing plans

ADVANCED DESIGN

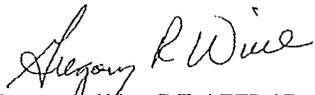
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HUITT-ZOLLARS

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please send a TFC professional services agreement for our execution. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call.

Respectfully submitted,
Huitt-Zollars, Inc.


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.

PROJECT BUDGET WORKSHEET - Houston 2018

Amendment No. 2

Exhibit A-2

Client: Texas Facilities Commission
 Project Name: DPS South Gessner Facility - Project Analysis
 Contract No.:
 Project No.:

Date: 4/28/2019
 Project Number: #VALUE!
 Project Template:
 Labor Code Schedule: HO17

| HZ LABOR BUDGET | | | Phase Number | Phase 1 | RMB Reimbursable Expenses | | | | | |
|--|----------------------|-------------|--------------------|------------------|---------------------------|--------------|--------------|--------------|--------------------|--------------|
| | | | Phase Description | Project Analysis | | | | | | |
| | | | Task Number | | | | | | | |
| | | | Task Description | | | | | | | |
| | | | Phase/Task Manager | Casey | | | | | | |
| | | | Lump Sum or Hourly | LS | | | | | | |
| Labor Code | Labor Classification | Hourly Rate | Column Total | Column Total | Column Total | Column Total | Column Total | Column Total | TOTAL HOURS | TOTAL BUDGET |
| | | | \$ 40,000.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,000.00 | | |
| PIC | Principal-In-Charge | \$ 245.00 | 0 | | | | | | 0 | \$ - |
| SPM | Sr. Project Manager | \$ 210.00 | 16 | | | | | | 16 | \$ 3,360.00 |
| QAM | QA Manager | \$ 190.00 | 1 | | | | | | 1 | \$ 190.00 |
| SCE | Sr. Civil Engineer | \$ 180.00 | 16 | | | | | | 16 | \$ 2,880.00 |
| EIT | Engineer Intern | \$ 120.00 | 80 | | | | | | 80 | \$ 9,600.00 |
| MEX | Mechanical Engineer | \$ 150.00 | 0 | | | | | | 0 | \$ - |
| SEX | Electrical Engineer | \$ 160.00 | 0 | | | | | | 0 | \$ - |
| PEX | Plumbing Engineer | \$ 160.00 | 0 | | | | | | 0 | \$ - |
| AXX | Architect | \$ 150.00 | 20 | | | | | | 20 | \$ 3,000.00 |
| AI2 | Architect Intern 2 | \$ 110.00 | 67 | | | | | | 67 | \$ 7,370.00 |
| DXX | Designer | \$ 120.00 | 8 | | | | | | 8 | \$ 960.00 |
| PRO | Project Support | \$ 70.00 | 9 | | | | | | 9 | \$ 630.00 |
| Total Manhours per Phase/Task | | | 217 | 0 | 0 | 0 | 0 | | 217 | |
| HZ Labor per Phase/Task | | | \$ 27,990.00 | \$ - | \$ - | \$ - | \$ - | | HZ Labor | \$ 27,990.00 |
| Direct Expenses (Distribute among Phases/Tasks as applicable) | | | \$ 10.00 | | | | | | Direct Expenses | \$ 10.00 |
| Direct Consultants (Distribute among Phases/Tasks as applicable) | | | \$ 12,000.00 | \$ - | \$ - | \$ - | \$ - | | Direct Consultants | \$ 12,000.00 |
| RMB Expenses | | | | | | | \$ 1,000.00 | | RMB Expenses | \$ 1,000.00 |
| RMB Consultants (Distribute among Phases/Tasks as applicable) | | | | | | | | | RMB Consultants | \$ - |
| Total Fee per Phase/Task | | | \$ 40,000.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,000.00 | CONTRACT SUM | \$ 41,000.00 |