

TFC Contract No. 16-142-000
Huitt-Zollars, Inc.
Amendment No. 3
Project No. 16-013-6077

**AMENDMENT NO. 3
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HUITT-ZOLLARS, 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 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, for the purpose of providing for Additional Compensation and Fees, extending the term of the Agreement, amend A/E’s List of Project Manager and Subcontractors, and to incorporate a statutorily required provision; and

WHEREAS, on May 10, 2019, the Parties executed Amendment No. 2, for the purpose of further extending the term of the Agreement, provide for Additional Compensation and Fees, modify an insurance requirement, change A/E’s address, and to incorporate a statutorily required provision; and

WHEREAS, the parties now desire to amend the Agreement to provide for Additional Services and Fees, to modify certain provisions of ARTICLE X, Insurance, to further amend A/E’s List of Project Manager and Subcontractors, and to include additional provisions, terms and conditions adopted subsequent to the execution of the Agreement and its Amendments numbered 1 and 2, inclusive, in order to reflect the will of the Texas Legislature, to comply with action(s) or requirement(s) of the State Auditor’s Office, the Office of the Attorney General, or the Comptroller of Public Accounts;

NOW THEREFORE, the parties hereby agree as follows:

1. The Parties agree to modify ARTICLE I – DEFINITIONS, by adding the following definition:

“*HUB Compliance Reporting System* means the Texas Facilities Commission Historically Underutilized Business (“HUB”) online reporting system located at <https://tfc.gob2g.com>. The *HUB Compliance Reporting System* is used to maintain business records documenting compliance with the HUB Subcontracting Plan (“HSP”) by submission of monthly Progress Assessment Reports. See Section 11.2, Historically Underutilized Businesses (“HUBs”).”

2. The Parties agree to modify ARTICLE III – TERM AND TERMINATION, Section 3.2, Early Termination, by adding Subsections 3.2.1 and 3.2.2., as follows:

“3.2.1. Rights Upon Termination or Expiration of Agreement. In the event that the Agreement is terminated for any reason, or upon its expiration, TFC shall retain ownership of all associated work products and documentation obtained from the A/E under this Agreement.

3.2.2. No Liability Upon Termination. If this Agreement is terminated for any reason, TFC and the State of Texas shall not be liable to A/E for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260.”

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 A/E services due to an increase in the scope of work requested by the Department of Public Safety (“DPS”) at the existing DPS facility located at, 1220 South Gessner Road, Houston, to be provided under this Amendment No. 3 in the amount of Forty-Seven Thousand Four Hundred Fifty-Five and No/100 Dollars (\$47,455.00), thus increasing the total amount of the Agreement from Three Hundred Fifteen Thousand Fifty and No/100 Dollars (\$315,050.00), to a total not to exceed amount of Three Hundred Sixty-Two Thousand Five Hundred Five and No/100 Dollars (\$362,505.00), as more particularly described in “Exhibit A-3,” A/E’s Proposal and Budget Worksheet dated July 23, 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, 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-3, List of Additional A/E Project Manager and Subcontractors for this Amendment No. 3. Exhibit B-3 is attached hereto and incorporated herein for all purposes.

5. The Parties agree to modify ARTICLE V – ACKNOWLEDGMENT, COVENANTS, AND AGREEMENTS, Section 5.2 – Acknowledgments, Covenants, And Agreements of A/E, by

deleting Subsection 5.2.18, Prohibition Against Boycotting Israel, and replacing it with Subsection 5.2.18, as follows:

“5.2.18. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, A/E certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Agreement. A/E shall state any facts that make it exempts from the boycott certification.”

6. The Parties agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY A/E, Section 6.1 – Warranties and Representations by A/E, by adding Subsections 6.1.14 though and including 6.1.18, which shall read in their entirety as follows:

6.1.14. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. R-CA certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving R-CA within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

6.1.15. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053, Texas Government Code, A/E certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

6.1.16. No Conflicts. A/E represents and warrants that A/E has no actual or potential conflicts of interest in providing services to the State of Texas under this Agreement and that A/E’s provision of services under this Agreement would not reasonably create an appearance of impropriety.

6.1.17. Excluded Parties. A/E certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

6.1.18. Suspension and Debarment. A/E certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.”

7. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.3, General Requirements for All Insurance, by deleting Subsection 10.3.3.2 in its entirety and replacing it with Subsection 10.3.3.2, as follows:

“10.3.3.2. the policy, or such other document(s) as may be acceptable to TFC, must obligate the insurer, or a third party acceptable to TFC, to notify the Texas

Facilities Commission, Attention: Insurance Specialist, P. O. Box 13047, Austin, Texas 78711 (e-Email: Insurance@tfc.state.tx.us), of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, as soon as is reasonably possible prior to any such non-renewal, cancellation, or change.”

8. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by adding Subsection 11.2.1, Requirement to Utilize HUB Compliance Reporting System, as follows:

“11.2.1. Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan (“HSP”) to include the Progressive Assessment Report (“PAR”) compliance monitoring through a HUB Compliance Reporting System known as B2G. R-CA and R-CA’s Subcontractors/Subconsultants must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved.”

9. The Parties agree to further modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by inserting Sections 11.27 through and including 11.30, and re-numbering existing Section 11.27, Entire Agreement and Modification as Section 11.30, so that the inserted and existing Sections read in their entirety, as follows:

“11.27. False Statements; Breach of Representations. By signature to this Agreement, R-CA makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If R-CA signs this Agreement with a false statement or it is subsequently determined that R-CA has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, R-CA shall be in default under this Agreement, and TFC may terminate or void this Agreement for cause and pursue other remedies available to TFC under this Agreement and applicable law.

11.28. Abandonment and Default. If R-CA defaults on this Agreement, TFC reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting R-CA will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

11.29. Antitrust and Assignment of Claims. R-CA represents and warrants that neither R-CA nor any firm, corporation, partnership, or institution represented by R-CA, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. R-CA assigns to the State of Texas all of R-CA’s rights, title, and interest in and to all claims and causes of action R-CA may have under the antitrust laws of Texas or the United States for overcharges associated

TFC Contract No. 16-142-000
Huitt-Zollars, Inc.
Amendment No. 3
Project No. 16-013-6077

EXHIBIT A-3

A/E'S PROPOSAL AND BUDGET WORKSHEET DATED JULY 23, 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

July 23, 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) Gessner Facility, Project No. 16-013-6077

Subject: Proposal for Additional Professional Architectural and Engineering Services

Dear Mr. Nezamabadi:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for additional professional architectural and engineering services to the Texas Facilities Commission (TFC) for the Texas Department of Public Safety (DPS) Gessner facility in Houston, Texas (Project). Our proposal is based upon the following project understanding, scope of services, compensation and schedule and the terms and conditions in our existing professional services agreement with TFC..

PROJECT UNDERSTANDING:

DPS has requested the following items be designed and constructed at the existing DPS Gessner facility. Huitt-Zollars will provide additional Architectural and Engineering design services to prepare construction documents for pricing, regulatory approval and construction.

- Milling, Asphalt overlay and re-striping of the existing Public Parking Lot to include topographic survey
- Repair any damaged concrete parking and sidewalk damage or shifting
- Replace exterior building mounted lighting and pole lighting with LED fixtures
- Power wash exterior of buildings, including sidewalks
- Repaint all exterior building painted surfaces including Class C testing canopy
- Repaint bollards
- Relocate ADA parking to the front of Gessner Building and restripe existing Public Parking Lot (Alternate 1) and add new diagonal parking (around 30 spaces on the east side of Public Parking Lot) and connect to existing storm sewer under Public Parking Lot. No additional detention nor approval by the City of Houston is included in this proposal.

SCOPE OF SERVICES:

1.0 Basic Services:

Facility Exterior Maintenance and Enhancements

Huitt-Zollars shall develop design documents for the facility exterior maintenance and enhancements noted above for the existing Gessner facility. Architectural / Engineering Design phase services will include; Construction Contract Documents, CMR's Proposal Evaluation and Construction Contract Administration services.

- A. Meet with TFC/ DPS at the project site and field verify existing conditions to confirm extent of scope for the items listed above.
- B. Prepare final design and construction documents (CD) consisting of drawings, specifications. Submit to TFC/DPS or review and approval.

Jason Nezamabadi, AIA
 Texas Facilities Commission
 July 23, 2019
 Page 2 of 2

HUITT-ZOLLARS

- C. Submit to CMAR for pricing. Bidding phase services are not included.
- D. Provide construction administration including bi-monthly (every two weeks) site visits during the construction phase (estimated 2 months).
- E. Prepare record drawings.

COMPENSATION AND SCHEDULE:

1.0 Fee

Our estimated lump sum budget for performing the scope of services are as follows:

<u>Facility Exterior Maintenance and Enhancements</u>		
Construction Contract Documents	\$ 22,945.00	4 weeks
Topographic Survey	\$ 13,850.00	1.5 weeks
Construction Contract Administration	\$ 6,810.00	2 months (estimated)
Record Documents	\$ 1,350.00	1 week
Total	\$ 44,955.00	

2.0 Reimbursable Expenses

Reimbursable expenses shall include fees associated with TDLR ADA Accessibility Submittal, Review and Inspection; authorized travel and reproduction of construction documents. Expenses are estimated to be \$2,500.00.

3.0 Total Proposed Fee

Total proposed fee is \$ 47,455.00.

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please send us 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.

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.

HUITT-ZOLIARS
PROJECT BUDGET WORKSHEET - Houston 2019

Client: TFC
 Project Name: Gessner
 Contract No.:
 Project No.:

Date: 7/23/2019
 Project Number: #VALUE!
 Project Template:
 Labor Code Schedule: HO19

HZ LABOR BUDGET		Phase Number	1	1	1	1	1	1	1	1	1	1	1	1	RMB Reimbursable Expenses	
		Phase Description														
		Task Number	1	2	3	4	5	6	7	8	9	10	11			
		Task Description	Survey	Asphalt overlay	Repair Damaged Concrete	Exterior Lighting	Power Wash	Repaint	Paint Bollards	Relocate parking (Alt 1)	Parking along Gessner	CA	Record			
		Phase/Task Manager														
		Lump Sum or Hourly	Lump Sum	Lump Sum												
Labor Code	Labor Classification	Hourly Rate	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	TOTAL HOURS	TOTAL BUDGET
SPM	Sr. Project Manager	\$ 225.00	0	2	1	1	1	1	0	2	2	8	2		20	\$ 4,500.00
SMR	Survey Manager	\$ 165.00	6	0	0	0	0	0	0	0	0	0	0		6	\$ 990.00
SPS	Sr. Project Surveyor	\$ 155.00	12	0	0	0	0	0	0	0	0	0	0		12	\$ 1,860.00
STX	Survey Technician	\$ 130.00	40	0	0	0	0	0	0	0	0	0	0		40	\$ 5,200.00
SC2	2-Person Survey Crew	\$ 145.00	40	0	0	0	0	0	0	0	0	0	0		40	\$ 5,800.00
SCE	Sr. Civil Engineer	\$ 190.00	0	8	8	0	0	0	0	4	16	16	2		54	\$ 10,260.00
EIT	Engineer Intern	\$ 130.00	0	24	12	4	0	0	0	8	40	8	4		100	\$ 13,000.00
SEE	Sr. Electrical Engineer	\$ 185.00	0	0	0	2	0	0	0	0	0	2	0		4	\$ 740.00
SAX	Sr. Architect	\$ 195.00	0	0	0	0	1	1	1	0	0	0	0		3	\$ 585.00
AI2	Architect Intern 2	\$ 120.00	0	0	0	0	2	2	0	0	0	0	0		4	\$ 480.00
PRO	Project Support	\$ 70.00	0	4	2	1	1	1	1	2	2	8	0		22	\$ 1,540.00
Total Manhours per Phase/Task			98	38	23	8	5	5	2	16	60	42	8		305	
HZ Labor per Phase/Task			\$ 13,850.00	\$ 5,370.00	\$ 3,445.00	\$ 1,185.00	\$ 730.00	\$ 730.00	\$ 265.00	\$ 2,390.00	\$ 8,830.00	\$ 6,810.00	\$ 1,350.00		HZ Labor	\$ 44,955.00
Direct Expenses (Distribute among Phases/Tasks as applicable)													\$ -		Direct Expenses	\$ -
Direct Consultants (Distribute among Phases/Tasks as applicable)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Direct Consultants	\$ -
RMB Expenses													\$ 2,500.00		RMB Expenses	\$ 2,500.00
RMB Consultants (Distribute among Phases/Tasks as applicable)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		RMB Consultants	\$ -
Total Fee per Phase/Task			\$ 13,850.00	\$ 5,370.00	\$ 3,445.00	\$ 1,185.00	\$ 730.00	\$ 730.00	\$ 265.00	\$ 2,390.00	\$ 8,830.00	\$ 6,810.00	\$ 1,350.00	\$ 2,500.00	CONTRACT SUM	\$ 47,455.00

TFC Contract No. 16-142-000
Huitt-Zollars, Inc.
Amendment No. 3
Project No. 16-013-6077

EXHIBIT B-3

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

TFC Contract No. 16-142-000
 Amendment No. 3
 Project No. 16-013-6077
 Huitt-Zollars, Inc.

EXHIBIT B-3

**LIST OF A/E PROJECT MANAGER
 AND
 SUBCONTRACTORS
 (Name, Company Name, Address & Contact Person (Project Manager))**

A. A/E Project Manager:	<u>Chris Manthei, AIA</u> (Name) <u>Huitt-Zollars</u> (Company) <u>1001 Fannin, Suite 4040, Houston 77002</u> (Address) <u>713-542-3944</u> (Cell #) <u>cmanthei@huitt-zollars.com</u> (Email)
	<u>Frank Andrews, PE (Civil)</u> (Name) <u>Huitt-Zollars</u> (Company) <u>10350 Richmond, Suite 300, Houston 77042</u> (Add) <u>832-622-5101</u> (Cell #) <u>fandrews@huitt-zollars.com</u> (Email)
	<u>Leonard Carthon, PE (Electrical)</u> (Name) <u>Huitt-Zollars</u> (Company) <u>10350 Richmond, Suite 300, Houston 77042</u> (Add) <u>281-414-5204</u> (Cell #) <u>lcarthon@huitt-zollars.com</u> (Email)