

**AMENDMENT NO. 3  
TO THE  
INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
KLEINFELDER, INC.**

**THIS 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 and Kleinfelder, Inc., located at 1826 Kramer Lane, Suite M, Austin, Texas 78758 (hereinafter referred to as “PSP”) (hereinafter collectively referred to as the “Parties”) to amend the Indefinite Delivery Indefinite Quantity Professional Services Agreement, as amended (hereinafter referred to as the “Agreement”).

WHEREAS, on June 12, 2017, the Texas Facilities Commission (hereinafter, the “Commission”) authorized the award of certain Indefinite Delivery Indefinite Quantity Professional Services Agreements (hereinafter referred to as “IDIQ Agreements”) pursuant to Commission Policy Article III (b) regarding IDIQ Agreements; and

WHEREAS, on October 31, 2017, the Parties entered into that one certain *Indefinite Delivery Indefinite Quantity Professional Services Agreement*, TFC Contract No. 18-104-000; and

WHEREAS, on August 21, 2018, the Parties entered into Amendment No. 1 for the purpose of modifying the PSP contact information; and

WHEREAS, on September 1, 2019, the Parties entered into Amendment No. 2, exercising an option to renew the Agreement for an additional two- (2-) year period through August 31, 2021, and to include certain additional provisions, terms and conditions; and

WHEREAS, on January 16, 2020, the Texas Facilities Commission (hereinafter, the “Commission”) authorized additional funding in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00); and

WHEREAS, the Parties desire to further amend the Agreement to include the additional funding;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The Parties agree to modify ARTICLE IV – CONSIDERATION, Section 4.1, Agreement Limit-Fees and Expenses, by deleting Subsection 4.1.1, Fees and Expenses, in its entirety and replacing it with Subsection 4.1.1, as follows:

“4.1.1. Fees and Expenses. The fees for this Agreement shall not exceed the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) during

the Original Period as defined in Section 2 of Amendment No. 2. The fees for this Agreement shall not exceed the sum of Three Hundred Fifty-Thousand and No/100 Dollars (\$350,000.00) during the Renewal Period as defined in Section 2 of Amendment No. 2. All fees and expenses that may be payable pursuant to this Agreement shall be as set forth and specified in each Assignment, and will be determined as a result of negotiations between the parties based upon the services to be rendered for the specific project.”

2. Except as expressly amended above, all provisions, terms and conditions of the IDIQ Agreement remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 3 to the Agreement to be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**KLEINFELDER, INC.**

By: DocuSigned by:  
Mike Novak  
B1C9FC0A8020417

By: DocuSigned by:  
Kelly Daniel  
DF08813A11A5463

Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of Execution: 03/06/2020 | 2:19 PM CST

Date of Execution: 03/06/2020 | 2:13 PM CST

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