

**AMENDMENT NO. 3
TO THE
PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
PAGE SOUTHERLAND PAGE, INC.**

This Amendment No. 3 to the Professional Services Agreement Master Architect/Engineer Services for Capitol Complex Projects (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 Page Southerland Page Inc. (hereinafter referred to as Master Architect/Engineer” or “Master A/E”), located at 400 West Cesar Chavez, Street, Suite 500 Austin, Texas 78701 (hereinafter referred to collectively as the “Parties”), to amend the Original Agreement, as amended.

RECITALS

WHEREAS, on July 21, 2016, the Parties entered into that one certain *Professional Services Agreement Master Architect/Engineer Services for Capitol Complex Projects Between the Texas Facilities Commission and Page Southerland Page, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties subsequently executed Amendment No. 1 on February 2, 2017, and Amendment No. 2 on June 21, 2017; and

WHEREAS, the Parties now desire to extend the Duration of the Agreement, to provide the additional Fees necessary to compensate Master A/E for services rendered during the extended period, and to include terms adopted by TFC subsequent to the execution of the Agreement and its two Amendments, in order to comply with statutory changes and requirements promulgated by the State Auditor’s Office and the Comptroller of Public Accounts;

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 I – DEFINITIONS, by adding the following definitions:

“*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.”

3. The Parties agree to modify Article III, Term and Termination, by deleting Section 3.1, Duration, in its entirety and replacing it with Section 3.1, as follows.

“3.1. Duration. This Agreement shall be effective as of the Effective Date and shall terminate on May 17, 2022, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

4. The Parties agree to modify Article IV, Consideration; Payment Conditions, Section 4.1, Contract Limit-Fees and Expenses, Subsection 4.1.1, Fixed Fee, by reflecting additional fees in the amount of Two Hundred Thirty-Eight Thousand Sixty and No/100 Dollars (\$238,060.00), thus increasing the total amount of the Agreement from Seven Million Nine Hundred Forty-Eight Thousand, Nine Hundred Fifteen and No/100 Dollars (\$7,948,915.00), to a new total not to exceed amount of Eight Million One Hundred Eighty-Six Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$8,186,975.00).

5. The Parties agreed to modify Article VI, Warranties and Representations by Master A/E, Covenants, and Agreements, Section 6.1, Warranties and Representations by Master A/E, by adding subsections 6.1.21 through and including 6.1.29, as follows.

“6.1.21. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. Master A/E 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 Master A/E 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.

6.1.22. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053, Texas Government Code, Master 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.

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

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

6.1.25. Suspension and Debarment. Master 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.

6.1.26. Human Trafficking Prohibition. Pursuant to Section 2155.0061 of the Texas Government Code, Master A/E certifies that it is not ineligible to receive this agreement and acknowledges that this Agreement may be terminated and payment withheld if Master A/E's certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

6.1.27. Use of State Property. Master A/E is prohibited from using State Property for any purpose other than performing services authorized under the Agreement. State Property includes, but is not limited to: TFC's office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. Master A/E shall not remove State Property from the continental United States. In addition, Master A/E may not use any computing device to access TFC's network or e-mail while outside of the continental United States. Master A/E shall not perform any maintenance services on State Property unless the Agreement expressly authorizes such services. During the time that State Property is in the possession of Master A/E, Master A/E shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to Master A/E's use of State Property that exceeds the scope of the Agreement. Master A/E shall fully reimburse such charges to TFC within ten (10) calendar days of Master A/E's receipt of TFC's notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the Agreement and the pursuit of other remedies available to TFC under contract, at law, or in equity.

6.1.28. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, Master 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. Master A/E shall state any facts that make it exempt from the boycott certification.

6.1.29. 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 Master A/E is on the above-referenced list the Agreement will be considered void or voidable and TFC will not be responsible to pay Master A/E for any work performed."

6. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.8, Statutory Workers Compensation and Employer’s Liability Insurance, Subsection 10.8.2, Subcontractor’s Certification, by deleting Subsection 10.8.2 in its entirety and replacing it with Subsection 10.8.2, as follows.

“10.8.2. Subcontractor’s Certification. Pursuant to Texas Labor Code §406.096(b), Master A/E shall require each Subcontractor to certify in writing to Master A/E that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. TFC is entitled, upon request and without expense, to receive copies of Subcontractor’s written certifications.”

7. The Parties agree to modify Article XI, Miscellaneous Provisions, Section 11.1, Indemnification, and subsections 11.1.1, Infringements, and 11.1.2, Taxes / Workers’ Compensation / Unemployment Insurance-Including Indemnity, by add the following sentence to each.

“THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE MASTER A/E TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TFC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TFC OR ITS EMPLOYEES (TEX GOV’T CODE SECTION 2254.0031).”

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

TEXAS FACILITIES COMMISSION

PAGE SOUTHERLAND PAGE, INC.

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By: Mike Novak, Executive Director
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DocuSigned by:
By: Robert E. Burke, Executive Vice President
EEA11F77977455...

Mike Novak

Robert E. Burke

Executive Director

Executive Vice President

Date of execution: 10/12/2020 | 10:17 AM CDT

Date of execution: 10/12/2020 | 9:02 AM MDT

PM SS

GC SEHGL

Dir MW

DED JR