**AGREEMENT BETWEEN**

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO and**

**Professional Firm for**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement is made as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between:

**The Owner**: The University of Texas at San Antonio

and

**Professional Firm**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for

**The Project**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under UTSA Request for Qualifications No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**RFQ**”)

 The Owner and Professional Firm agree as follows:

**ARTICLE 1**

**PROFESSIONAL FIRM’S SERVICES**

Professional Firm agrees to perform services for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as more specifically described in **Exhibit 1** and all other professional services reasonably inferable from **Exhibit 1** and necessary for complete performance of Professional Firm’s obligations under this Agreement (collectively, “**Professional Firm’s Services**”). To the extent of any conflict between the terms in **Exhibit 1** and this Agreement, the terms of this Agreement shall prevail.

# **ARTICLE 2**

**PROFESSIONAL FIRM’S RESPONSIBILITIES**

 Professional Firm agrees and acknowledges that Owner is entering into this Agreement in reliance on Professional Firm’s represented professional abilities with respect to performing Professional Firm’s services, duties, and obligations under this Agreement. Professional Firm shall perform Professional Firm’s Services (i) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect in accordance with the usual and customary professional standards of care, skill and diligence consistent with good architectural practices for architectural firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project, and (iii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Professional Firm that will limit or prevent performance by Professional Firm of its services. Professional Firm hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.

Professional Firm agrees to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

 Professional Firm's Services shall be reasonably accurate and free from material errors or omissions. Professional Firm shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Professional Firm without any additional cost or expense to Owner.

 Professional Firm shall designate a representative primarily responsible for Professional Firm's Services under this Agreement. The designated representative shall act on behalf of Professional Firm with respect to all phases of Professional Firm's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

 Professional Firm shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of $1,000,000 each claim and $1,000,000 aggregate. The fees for such insurance will be at the expense of Professional Firm. Professional Firm shall deliver a Certificate of Insurance indicating the expiration date, and existence, of Professional Firm’s professional liability insurance before commencement or continuation of performance of the services under this Agreement.

# **ARTICLE 3**

**THE OWNER'S RESPONSIBILITIES**

 The Owner shall provide the Professional Firm with a full description of the requirements of the Project.

 The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project as requested by the Professional Firm and as reasonably necessary for the completion of Professional Firm’s Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

 The Owner will review the Professional Firm's drawings, specifications and other documents of service produced by Professional Firm in the performance of its obligations under this Agreement (collectively the “**Design Documents**”) as required. Owner will notify Professional Firm of any design fault or defect in Professional Firm’s Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's Services.

 The Owner designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as its representative authorized to act in the Owner's behalf with respect to the Project. The contact information for Owner’s representative is listed below:

\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

One UTSA Circle

San Antonio, Texas 78249

Ph. 210-458-

E-mail:

# **ARTICLE 4**

**OWNERSHIP AND USE OF DOCUMENTS**

 The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Professional Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner’s use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

**ARTICLE 5**

**DISPUTE RESOLUTION**

## 5.1 To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Professional Firm to resolve any claim for breach of contract made by Professional Firm that is not resolved in the ordinary course of business between Professional Firm and Owner.

## 5.1.1 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov’t Code, Chapter 2260.

## 5.1.2 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner’s right to seek redress on any disputed matter in a court of competent jurisdiction.

## 5.1.3 In any litigation between the Owner and the Professional Firm arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

## 5.1.4 Nothing herein shall waive or be construed as a waiver of the State’s sovereign immunity.

## 5.1.5 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional Firm, in whole or in part. Owner and Professional Firm agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

5.1.6 In accordance with Chapter 2260, the Owner designates Owner’s Vice President for Business Affairs as its representative for the purpose of reviewing Professional Firm's claim(s) and negotiating with Professional Firm in an effort to resolve such claim(s).

# **ARTICLE 6**

**PROJECT TERMINATION OR SUSPENSION**

**Termination for Cause:** This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Professional Firm’s recovery for termination shall be strictly limited to the compensation allowable under a termination for convenience.

**Termination for Convenience:** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least thirty (30) days written notice to the Professional Firm.

**Compensation:** In the event of termination not the fault of the Professional Firm, the Professional Firm shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Professional Firm delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Professional Firm prior to termination.

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

 Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Professional Firm and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

 Assignment. This Agreement is a personal service contract for the services of Professional Firm, and Professional Firm’s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

 Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law.

 Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Professional Firm recognizes that Professional Firm is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Professional Firm or its employees with any benefits normally associated with employee status. Professional Firm will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

 Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

 Franchise Tax Certification. A corporate or limited liability company Professional Firm certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Professional Firm agrees that any payments owing to Professional Firm under this Agreement may be applied directly toward any debt or delinquency that Professional Firm owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. Professional Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Ethics Matters/No Financial Interest. Professional Firm and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy available at available at <http://www.utsa.edu/hop/chapter4/4-31.cfm>http://www.utsa.edu/hop/chapter4/4-31.cfmhttp://www.utsa.edu/hop/chapter4/4-31.cfm, Owner’s Standards of Conduct Guide available at <http://www.utsa.edu/acrs/>http://www.utsa.edu/acrs/Compliance/eguide/home.htmlhttp://www.utsa.edu/acrs/Compliance/eguide/home.html, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

179 D Benefit Allocation**.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the “Code”) through this Agreement with Professional Firm.

If the Owner and the Internal Revenue Service (IRS) determine that the Professional Firm is eligible to receive the 179D deduction allocation as a “Designer” for the purposes of Section 179D of the Code or that Professional Firm could otherwise profit financially from the monetization of the benefit (separately and collectively, the “Rebate”), Professional Firm hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Professional Firm. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Professional Firm fees or both.

Owner reserves the right to retain a third party consultant (the “Consultant”) to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

Professional Firm agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner’s 179D Consultant.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Facsimile notices are deemed effective on the first business day following the date the facsimile notice is received. Notices shall be sent to the following addresses:

**To Owner**: The University of Texas at San Antonio

 Asst. Vice President for Engineering & Project Management

 One UTSA Circle

 San Antonio, Texas 78249

 Paul.Goodman@utsa.edu

*With Copy to*: The University of Texas at San Antonio

One UTSA Circle

San Antonio Texas 78249

Attn: Vice President for Business Affairs

 vpbaoffice@utsa.edu

**If to Professional Firm**” [*Name*]

[*Company Name*]

[*Street Address*]

[*City, State, Zip*]

 [*Email.*]

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, Professional Firm certifies Professional Firm (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Professional Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas* *Government Code***]**, Professional Firm certifies Professional Firm is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Professional Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**[Use the following HSP paragraph only when fees will be $100K or more; otherwise delete]**

HUB Subcontracting Plan. Professional Firm, as a provision of the Agreement must comply and adhere to the Historically Underutilized Business (HUB) Subcontracting Plan submitted by Professional Firm in response to the RFQ, which is attached and incorporated as **Exhibit 2**. No changes to the HUB Subcontracting Plan can be made by the Professional Firm without the prior written approval of the Owner.

# **ARTICLE 8**

INTENTIONALLY DELETED. NOT UTILIZED

# **ARTICLE 9**

**REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to Compensation for Professional Firm’s Services and include actual and reasonable expenses incurred by the Professional Firm, its employees and its professionals solely and directly in connection with the performance of Professional Firm’s Services for the following:

Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Professional Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by Professional Firm.

# **ARTICLE 10**

**ADDITIONAL SERVICES**

 Additional Services are services not included in the Professional Firm’s Services and not reasonably inferable from Professional Firm’s Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Should the Owner and Professional Firm elect to proceed with Additional Services, then Owner and Professional Firm will execute a Change Order to the Agreement, which will be in a form substantially similar to **Exhibit 2** (“**Change Order**”). No fees for Additional Services will be paid without an executed Change Order. The fees for Additional Services set forth in a Change Order will be based, at Owner’s discretion, on either an hourly rate in accordance with Professional Firm’s Schedule of Billing Rates, or a not-to-exceed basis, or a lump sum basis. The Professional firm shall be compensated in accordance with the Change Order and the terms of this Agreement. Upon full execution of a Change Order, the Change Order shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

For Additional Services performed by Professional Firm’s subcontractors, the Professional Firm’s fees shall be calculated as an amount not to exceed 0.10 times the amount that the subcontractor bills the Professional Firm for those Services.

## **ARTICLE 11**

**PAYMENTS TO PROFESSIONAL FIRM**

 Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional Firm’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Professional Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

 Owner shall promptly review the Application for Payment and notify Professional Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

 Owner shall have the right to withhold from payments due Professional Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.

## **ARTICLE 12**

**PROFESSIONAL FIRM’S ACCOUNTING RECORDS**

 Records of Professional Firm costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Professional Firm in writing. Professional Firm’s records shall be kept on the basis of generally accepted accounting principles.

# **ARTICLE 13**

**INSURANCE**

For services performed on Owner's premises, Professional Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

|  |  |
| --- | --- |
| Worker's Compensation | Statutory Limits |
| Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease | $1,000,000 each accident$1,000,000 policy limit$1,000,000 each employee |
| Commercial General Liability | $1,000,000 each occurrence |
|  | $1,000,000 aggregate |
|  |  |
| Business Auto Liability |  |
|  Combined Single Limit | $1,000,000 each occurrence |
| Worker's Compensation | Statutory Limits |

Professional Firm shall include the Owner as an additional insured on the General Liability policy, and the Worker’s Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days’ prior written notice to Owner.

Upon request the Professional Firm shall furnish complete sets of its insurance policies to Owner for review.

**ARTICLE 14**

**INDEMNITY**

Professional Firm shall hold Owner, The University of Texas System, and the Regents, officers, agents and employees of both institutions harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner and The University of Texas System, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Professional Firm, its employees, agents and/or assigns.

**ARTICLE 15**

**PROFESSIONAL FIRM’S COMPENSATION**

 Professional Firm’s compensation for Professional Firm’s Services shall be as follows:

Service Fees: The maximum fee for Professional Firm’s Services shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_\_\_\_)**.**

 Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Section 9), Professional Firm shall be compensated a multiple of one and one-tenth (1.10) times the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner’s payment to Professional Firm for Reimbursable Expenses will not exceed a maximum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_)without the prior written approval of the Owner.

Fee Cap: Notwithstanding anything to the contrary, the aggregate amount of Professional Firm’s Service fees and the Reimbursable Expenses will not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_) without the prior written approval of the Owner.

Additional Services: Professional Firm’s Compensation for any approved Additional Services shall be as described in the Change Order executed by Owner and Professional Firm in accordance with Article 10 and **Exhibit 2**.

The Owner and Professional Firm have entered into this Agreement as of the Effective Date.

**OWNER**: **PROFESSIONAL FIRM**:

**The University of Texas at San Antonio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attached and Incorporated Exhibits**:

**EXHIBIT 1 – Professional Firm’s Services and Deliverables**

**EXHIBIT 2 – Change Order**

**[Use Exhibit 3 only when fees will be $100K or more; otherwise delete]**

**EXHIBIT 3 – HUB Subcontracting Plan**

**EXHIBIT 1**

**PROFESSIONAL FIRM’S SERVICES AND DELIVERABLES**

[ATTACHED]

**Exhibit 2**

**CHANGE ORDER**

**TO AGREEMENT BETWEEN OWNER AND PROFESSIONAL FIRM**

**FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Change Order Number \_\_\_ (“**Change Order**”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (“**Change** **Effective Date**”) by and between:

the **Owner**: The University of Texas at San Antonio

and **Professional Firm**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for that certain Agreement entered into between Owner and Professional Firm related to the Project entitled *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* under Owner’s Project Number PP-\_\_\_\_\_\_\_\_ (collectively, the “**Agreement**”).

Owner and Professional Firm desire to modify the Agreement as more particularly set for below

**1. Modifications to Agreement**

1.1 **Professional Firm’s Services** under Article 1 and Exhibit 1 of the Agreement will be modified as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2 **The Service Fees** under Section 2 of the Agreementwill be modified as follows:

*EXAMPLE ONLY*: The current Service Fees will be increased by $2,000, which will modify the Fee Cap under the Agreement to equal $69,065.

1.3 **The Schedule** under Exhibit 1 of the Agreement will be modified as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Terms**. This Change Order will be governed by the terms and conditions of the Agreement. All terms and conditions of the Agreement are incorporated into this Change Order.

**2.** **Defined** **Terms; Validity**. Except as provided in this Change Order, all terms used in this Change Order that are not otherwise defined will have the respective meanings ascribed to such terms in the Agreement. Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Agreement remain in full force and effect.

**3. Governing Law**. This Change Order will be construed and governed by the laws of the state of Texas.

Owner and Professional Firm have executed and delivered this Change Order as of the Effective Date.

**PROFESSIONAL FIRM OWNER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The University of Texas at San Antonio**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_