

**TEXAS DEPARTMENT OF BANKING  
PURCHASE ORDER CHANGE NOTICE**

(For delegated purchases only)

**TO:**  
Graeber Simmons and Cowan dba GSC Architects

**Date:** October 12, 2016  
**P. O. No.:** 451-16-203  
Order Date: 02/24/2016

The following changes affect the referenced purchase order and its prior change notice dated July 26, 2016.

Class/Item or Commodity Code	CHANGE
906-07	Change item 1: Architect Services, Professional ( Per attached Professional Services contract. ) from \$44,500.00 x 1.00 = \$44,500.00 to \$69,490.00 x 1.00 = \$69,490.00
	Total of order changes from \$44,500.00 to \$69,490.00
	Original Total: \$44,500.00 New Total: \$69,490.00

**REASON FOR THE CHANGE:**

To cover costs associated with second amendment to original contract. See attached amendment.

C. Vance Ivie  
Staff Services Officer

Date:

**SECOND AMENDMENT TO CONTRACT FOR ARCHITECTURAL/ENGINEERING  
SERVICES**

**BY, BETWEEN AND AMONG  
TEXAS DEPARTMENT OF BANKING,  
DEPARTMENT OF SAVINGS AND MORTGAGE LENDING,  
AND OFFICE OF CONSUMER CREDIT COMMISSIONER**

**AND**

**GSC ARCHITECTS**

**Contract No. 451-16-203**

This Second Amendment to Contract for Architectural Services **(Second Amendment)** is entered into by the Texas Department of Banking, Department of Savings and Mortgage Lending, and Office of Consumer Credit Commissioner **(the Agencies)**, which are state agencies under the oversight of the Texas Finance Commission **(Finance Commission or Commission)**, and **GSC Architects** (A/E), located at 901 South MoPac Expressway, Building III, Suite 400, Austin, Texas 78746.

**I. Recitals**

Whereas, the Agencies and A/E entered into contract No. 451-16-203 (the Contract) for Architectural Services on February 24, 2016; and

Whereas, the Contract provided that the Agencies agreed to pay a fee to A/E in accordance with the Compensation Summary which is part of Exhibit A to the Contract; and

Whereas, the Contract further provided that changes in the scope of services affecting the cost of services shall be approved by the Agencies by amendment to the Contract; and

Whereas, the Agencies requested that A/E provide additional services not included in the scope of services in the Contract or the first Amendment;

Now therefore, the Agencies and A/E hereby agree as follows:

**II. Incorporation by Reference**

This Second Amendment incorporates by reference the entire Contract between A/E and the Agencies, including all exhibits attached thereto.

**III. Additional Services**

**3.1** In addition to the services provided in accordance with the Compensation Summary which is part of Exhibit A to the Contract, the Agencies requested that the A/E perform the following Additional Services, as contemplated in Paragraph 5.4 of the Contract:

- a. Research site information, create building configuration, site test fit, cost, report for MoPac site, Concordia Ave. site, 6501 + 6505 N. Lamar, and one additional site; and
- b. Investigate conditions, contact adjacent land owner, meetings, coordination, mitigation for 2518 Leon Street.

**3.2** The Agencies have not requested, nor has the A/E performed, any other Additional Services as of the date of this Amendment.

**3.3** If the Agencies request any other Additional Services, A/E must prepare and submit a proposal for such services as specified in Paragraph 5.4 of the Contract.

**IV. Consideration**

**4.1** Pursuant to Paragraph 5.4 of the Contract, Additional Services shall be performed at a rate negotiated between the Agencies and A/E and shall be approved by the parties by amendment to the Contract.

**4.2** The Agencies have determined that the following times for the Additional Services detailed above are appropriate:

- a. Paragraph 3.1(a): 102 hours  
Paragraph 3.1(b): 40 hours  
Total 142 hours

**4.3** A/E and the Agencies have negotiated the blended rate of \$105 per hour for Additional Services, resulting in a charge of \$14,910.

**4.4** The execution of this Amendment to the Contract constitutes approval of the parties for the performance of the Additional Services in Paragraph 3.1 of this Amendment. The effective date of this Amendment is the date of last party signature.

**TEXAS DEPARTMENT OF BANKING**

**GSC ARCHITECTS**

**By:** \_\_\_\_\_  
**Charles G. Cooper**  
**Commissioner**  
**Texas Department of Banking**  
**2601 North Lamar Boulevard**  
**Austin, Texas 78705-4294**

**By:** \_\_\_\_\_  
**Tom Cornelius**  
**President, CEO**

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

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

**OFFICE OF CONSUMER CREDIT COMMISSIONER**

**By:** \_\_\_\_\_  
**Leslie L. Pettijohn**  
**Consumer Credit Commissioner**  
**2601 North Lamar Boulevard, 2<sup>nd</sup> Floor**  
**Austin, Texas 78705-4294**

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

**DEPARTMENT OF SAVINGS AND MORTGAGE LENDING**

**By:** \_\_\_\_\_  
**Caroline C. Jones**  
**Department of Savings and Mortgage Lending Commissioner**  
**2601 North Lamar Boulevard, Suite 201**  
**Austin, Texas 78705-4294**

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

**AMENDMENT TO CONTRACT FOR ARCHITECTURAL/ENGINEERING SERVICES**

**BY, BETWEEN AND AMONG  
TEXAS DEPARTMENT OF BANKING,  
DEPARTMENT OF SAVINGS AND MORTGAGE LENDING,  
AND OFFICE OF CONSUMER CREDIT COMMISSIONER**

**AND**

**GSC ARCHITECTS**

**Contract No. 451-16-203**

This Amendment to Contract for Architectural Services (**Amendment**) is entered into by the Texas Department of Banking, Department of Savings and Mortgage Lending, and Office of Consumer Credit Commissioner (**the Agencies**), which are state agencies under the oversight of the Texas Finance Commission (**Finance Commission or Commission**), and **GSC Architects** (A/E), located at 901 South MoPac Expressway, Building III, Suite 400, Austin, Texas 78746.

**I. Recitals**

Whereas, the Agencies and A/E entered into contract No. 451-16-203 (the Contract) for Architectural Services on February 24, 2016; and

Whereas, the Contract provided that the Agencies agreed to pay a fee to A/E in accordance with the Compensation Summary which is part of Exhibit A to the Contract; and

Whereas, the Contract further provided that changes in the scope of services affecting the cost of services shall be approved by the Agencies by amendment to the Contract; and

Whereas, the Agencies requested that A/E provide additional services not included in the scope of services in the Contract;

Now therefore, the Agencies and A/E hereby agree as follows:

**II. Incorporation by Reference**

This Amendment incorporates by reference the entire Contract between A/E and the Agencies, including all exhibits attached thereto.

**III. Additional Services**

**3.1** In addition to the services provided in accordance with the Compensation Summary which is part of Exhibit A to the Contract, the Agencies requested that the A/E perform the following Additional Services, as contemplated in Paragraph 5.4 of the Contract:

- a. Conceptual design, test fit, and cost analysis for three alternative configurations for potential building site at 15<sup>th</sup> and Rio Grande;

- b. Conceptual design, test fit, cost estimate, and statement of findings related to suitability of potential building site at Block 19; and
- c. Building specification in narrative form to be used by real estate broker and build-to-suit developers.

**3.2** The Agencies have not requested, nor has the A/E performed, any other Additional Services as of the date of this Amendment.

**3.3** If the Agencies request any other Additional Services, A/E must prepare and submit a proposal for such services as specified in Paragraph 5.4 of the Contract.

**IV. Consideration**

**4.1** Pursuant to Paragraph 5.4 of the Contract, Additional Services shall be performed at a rate negotiated between the Agencies and A/E and shall be approved by the parties by amendment to the Contract.

**4.2** The Agencies have determined that the following times for the Additional Services detailed above are appropriate:

- a. Paragraph 3.1(a): 64 hours
  - b. Paragraph 3.1(b): 20 hours
  - c. Paragraph 3.1(c): 12 hours
- Total            96 hours

**4.3** A/E and the Agencies have negotiated the blended rate of \$105 per hour for Additional Services, resulting in a charge of \$10,080.

**4.4** The execution of this Amendment to the Contract constitutes approval of the parties for the performance of the Additional Services in Paragraph 3.1 of this Amendment. The effective date of this Amendment is the date of last party signature.

**TEXAS DEPARTMENT OF BANKING**

**GSC ARCHITECTS**

**By:** \_\_\_\_\_  
**Charles G. Cooper**  
**Commissioner**  
**Texas Department of Banking**  
**2601 North Lamar Boulevard**  
**Austin, Texas 78705-4294**

**By:** \_\_\_\_\_  
**Tom Cornelius**  
**President, CEO**

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

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

**OFFICE OF CONSUMER CREDIT COMMISSIONER**

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**Consumer Credit Commissioner**  
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