

TFC Contract No. 18-042-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-004-0405

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
FREESE AND NICHOLS, INC.**

TFC CONTRACT NO. 18-042-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1 (hereinafter referred to as “Assignment No. 1” or “Assignment”) is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”) and Freese and Nichols, Inc., located at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be effective on the Effective Date (as defined below) and the terms and conditions of which are as follows.

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as providing professional architectural and engineering services associated with the role of the independent representative for TFC during the Solicitation, Pre-Construction and Design Phases associated with the Department of Public Safety Deferred Maintenance Design Build Contract (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-1,” PSP’s IDIQ Assignment No. 1 Proposal dated April 23, 2019 and Fee Schedule attached hereto and incorporated herein for all purposes and consisting of five (5) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than August 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 1.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 1.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 1 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 1 shall not exceed the sum of One Hundred Seventy-Seven Thousand Six Hundred Ninety-Six and No/100 Dollars (\$177,696.00). No more frequently than once per month, PSP shall submit a Pay

TFC Contract No. 18-042-000
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Assignment No. 1
Project No. 19-004-0405

Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR: For this Assignment No. 1, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-1."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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TFC Contract No. 18-042-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-004-0405

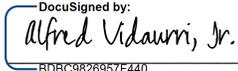
ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

FREESE AND NICHOLS, INC.

By:  _____
B1C9FC0A8020417...

By:  _____
BDB09826957F440...

Mike Novak

Alfred Vidaurri, Jr.

Executive Director

Vice President

Date of execution: 06/13/2019 | 1:12 PM CDT

Date of execution: 06/13/2019 | 9:41 AM CDT

NRG GC

mW Dir

M DED

TFC Contract No. 18-042-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-004-0405

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED APRIL 23, 2019

TFC Contract No. 18-042-000

Exhibit A-1

Assignment No. 1



Innovative approaches
Practical results
Outstanding service

4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7492

www.freese.com

April 23, 2019

Bill Muñoz
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto
Austin TX 78701

Re: Pre-construction and Guaranteed Max Price Phase Project Support for DPS Deferred Maintenance Design Build Contract

Dear Mr. Muñoz:

Pursuant to our discussion and your request for proposal on March 12, 2019, and subsequent meeting on April 4, 2019, Freese and Nichols, Inc. (FNI) is pleased to submit this revised proposal to the Texas Facilities Commission (Client) for providing professional Architectural and Engineering services required for the A/E Pre-Construction and Design Phase Services associated with the DPS Deferred Maintenance Design Build Contract. Nick Prisco, P.E., shall be our project manager for this important project which shall be accomplished under our Professional Services Agreement IDIQ No. 18-042-000.

SCOPE OF SERVICES

FNI will render professional Architectural and Engineering services listed below. Section numbers listed below refer to the DPS Deferred Maintenance Design Build RFP.

Pre-Construction Phase Services:

- Design Build Firm (DBF) selection:
 - FNI will assist in the evaluation of proposals submitted by the DBFs.
 - FNI will assist in the interview process of the short listed DBFs. FNI will attend the interviews at the Central Services Building (CSB) for a total of 5 DBFs and all interviews occurring in 1 day.
 - FNI will assist in the proposal evaluation, meetings, and selection of the 5 shortlisted DBFs for a total of 10 meetings at CSB. All meetings will occur over 2 days.
 - FNI will assist in the final selection of the DBF for 1 meeting at CSB.
 - FNI will assist in contract negotiations with the selected firm for up to 2 meetings at CSB.
- Section 2.3: FNI will review the Contractor's CPM Milestone Schedule and provide comments to TFC.
- Section 2.5: FNI will review the Contractor's monthly status reports and provide comments to TFC.
- Section 3.1.1.1: FNI will attend monthly Project Team meetings. FNI will attend the meetings in person at CSB for a total of 24 meetings.
- Section 3.1.1.6: FNI will review Contractor's recommendations on construction logistics and provide comments to TFC.

TFC Contract No. 18-042-000
Mr. Bill Muñoz
April 23, 2019
Page 2 of 3

Exhibit A-1

Assignment No. 1

- Section 3.1.2: FNI will review the Contractor's monthly constructability report and provide comments to TFC.
- Section 3.1.5.4: FNI will review bid/proposal packages proposed by the Contractor and provide comments to TFC.
- Section 3.1.3: FNI will review construction cost estimates at the pre-design, schematic design, design development, and construction document stage and provide comments to TFC.
- Section 3.1.4: FNI will review the Contractor's design submittals at the pre-design, schematic design, design development, and construction document stage and provide comments to TFC.

Guaranteed Maximum Price

- Section 5.1: FNI will review the final Guaranteed Maximum Price (GMP) proposal and provide comments to TFC.
- Section 5.9: FNI will review schedule for Construction Phase Services.
- Section 5.10.1.1.1.10: FNI will meet to review the GMP at CSB for a total of 6 meetings (1 meeting per region).

Our Scope of services and fee are based on the below assumptions:

- This proposal is for pre-construction and design phase services. FNI will submit another proposal to provide construction phase services.
- FNI's reviews for pre-construction phase services will be for administrative review as the Owner's representative. The Contractor and Project Architect will take responsibility for the design and construction.
- FNI's reviews for design phase services will be for coordination between design disciplines, code review, potential constructability issues, and for verifying any special sequencing. The Contractor and Project Architect will take responsibility for the design and construction.
- FNI will provide typed comments with a PDF writer directly on the drawing or specification files for the design phase reviews.
- Reimbursable travel is included for FNI employees that do not office out of Austin.

The following services are not included in FNI's scope of work, but may be requested as an additional service:

- Section 2.11: FNI will not perform services related to reviewing HUB documents.
- Section 3.1.1.7: FNI will not coordinate with third party consultants that TFC will contract with separately, and as identified on Addendum #1, response to question #4.
- Section 3.1.1.8: FNI will not attend public meetings.
- Section 3.1.5.5: FNI will not assist in permitting.
- Section 3.1.6.2: FNI will not attend pre-bid conferences.
- Section 3.1.6.3: FNI will not review all trade contractor or subcontractor bids/proposals
- Section 3.2.1.12: FNI will not attend a meeting to discuss alternative energy requirements.

SCHEDULE

FNI is authorized to commence work on the Project upon issuance of a Notice to Proceed (NTP) by the TFC following execution of an Agreement for the proposed services. FNI agrees to complete the DBF procurement services with total duration assumed at **2 months**. FNI agrees to complete the third-party design review services with **2 weeks** from NTP, with total duration assumed at **24 months**. If FNI services

TFC Contract No. 18-042-000
Mr. Bill Muñoz
April 23, 2019
Page 3 of 3

Exhibit A-1

Assignment No. 1

are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

COMPENSATION

FNI proposes to furnish professional services as described herein for a not-to-exceed fee of One Hundred, Seventy-Seven Thousand, Six Hundred Ninety-Six Dollars and No Cents (\$177,696). The breakdown of this fee is attached.

If FNI sees the Scope of Services changing so that additional services are required, FNI will notify the CLIENT for the CLIENT's approval before proceeding. Additional services shall be computed based on effort required for additional tasks.

TERMS AND CONDITIONS OF AGREEMENT

We propose to furnish our services as described herein in accordance with Professional Services Agreement IDIQ No. 18-042-000.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings as a task order under our Professional Services Agreement IDIQ No. 18-042-000. Please refer to this letter, with attachments, on the face of the Task Order.

Sincerely,

FREESE AND NICHOLS, INC.



Vimal Nair, P.E.
Vice President

Texas Facilities Commission Project Support for DPS Deferred Maintenance Design Build Contract 5/29/2019 Detailed Cost Breakdown	Project Fee Summary Basic Services 177,696 Special Services - Total Project 177,696
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		Basic Services											Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
Phase	Task	Employee	Vimal Nair	Nick Prisco	Nick Prisco	Robert Kinkel	Vishal Bhan	Parris Jones	Sharon James	Douglas Herbst	Jessica Rodriguez	Kirk Milican						
		Project Role	Principal In Charge	PM	Mechanical Engineer QC	Sr. Designer Plumbing and Fire Protection QC	Sr. Electrical Engineer QC	Architect QC	Project Admin	DB Procurement Support	Senior Project Manager	Senior Advisor						
		Tasks ↓ Current Hourly Bill Rate →	\$206	\$155	\$155	\$178	\$178	\$234	\$148	\$234	\$206	\$234						
	Pre-Construction and GMP Phase Services																	
	Project Management		12	24					24		12			72	\$ -	\$ -	\$ -	\$ -
	Design Build Firm Selection																	
	Assist in the evaluation of proposals submitted by the DBFs		4	16						16	4	4		44	\$ 8,786	\$ -	\$ -	\$ 8,786
	Assist in the interview process of the short listed DBFs (5 DBF Interviews occurring in 1 day at CSB, Douglas Herbst - travel to/from Houston office)		4	10						16	10	4		44	\$ 9,092	\$ 189	\$ -	\$ 9,281
	Assist in the proposal evaluation, meetings, and selection of the 5 shortlisted DBFs (10 meetings occurring in 2 days at CSB, Douglas Herbst - travel to/from Houston office)		4	38						72	4	4		122	\$ 25,261	\$ 377	\$ -	\$ 25,638
	Assist in the final selection of the DBF (1 meeting CSB, Douglas Herbst - travel to/from Houston office)		2	4						10	4	2		22	\$ 4,653	\$ 189	\$ -	\$ 4,842
	Assist in contract negotiations with the selected firm (2 meetings at CSB, Douglas Herbst - travel to/from Houston office)		2	8						20	8	2		40	\$ 8,428	\$ 377	\$ -	\$ 8,805
	Section 2.3: Review the Contractor's CPM Milestone Schedule and provide comments to TFC.			4										4	\$ 618	\$ -	\$ -	\$ 618
	Section 2.5: Review the Contractor's monthly status reports and provide comments to TFC.			12										12	\$ 1,854	\$ -	\$ -	\$ 1,854
	Section 3.1.1.1: Attend monthly Project Team meetings (24 meetings at CSB)			96										96	\$ 14,832	\$ -	\$ -	\$ 14,832
	Section 3.1.1.6: Review Contractor's recommendations on construction logistics and provide comments to TFC.			8										8	\$ 1,236	\$ -	\$ -	\$ 1,236
	Section 3.1.2: Review the Contractor's monthly constructability report and provide comments to TFC.			12										12	\$ 1,854	\$ -	\$ -	\$ 1,854
	Section 3.1.5.4: Review bid/proposal packages proposed by the Contractor and provide comments to TFC.		4	48							8	4		64	\$ 10,816	\$ -	\$ -	\$ 10,816
	Section 5.1: Review GMP proposal and provide comments to TFC.		2	32							4	2		40	\$ 6,644	\$ -	\$ -	\$ 6,644
	Section 5.9: Review schedule for construction phase services and provide comments to TFC.			4										4	\$ 618	\$ -	\$ -	\$ 618
	Section 5.10.1.1.1.10: Meet to review GMP (6 meetings at CSB)		2	24							24	2		52	\$ 9,518	\$ -	\$ -	\$ 9,518
															\$ -	\$ -	\$ -	\$ -
	Section 3.1.4: Review Contractor's Design Submittals														\$ -	\$ -	\$ -	\$ -
	Region 1 Garland Regional HQ														\$ -	\$ -	\$ -	\$ -
	Section 3.1.3: Review cost estimates and prepare design review submittal			12										12	\$ 1,854	\$ -	\$ -	\$ 1,854
	Replace Electrical System and Site Lighting						10							10	\$ 1,775	\$ -	\$ -	\$ 1,775
	Replace Plumbing System, Natural Gas, Domestic Water, Fixtures, etc.					8								8	\$ 1,420	\$ -	\$ -	\$ 1,420
	Replace HVAC System (Annex Facility)													8	\$ 1,236	\$ -	\$ -	\$ 1,236
	Region 1 Hurst Sub-District Office														\$ -	\$ -	\$ -	\$ -
	Section 3.1.3: Review cost estimates and prepare design review submittal			8										8	\$ 1,236	\$ -	\$ -	\$ 1,236
	Roof Replacement							4						4	\$ 934	\$ -	\$ -	\$ 934
	Replace HVAC System (Includes Controls)				8									8	\$ 1,236	\$ -	\$ -	\$ 1,236
	Minor Remodel of CID Area (Includes architectural, HVAC, electrical, and plumbing)				4	4	4	4	6					18	\$ 3,439	\$ -	\$ -	\$ 3,439
	Region 1 Sulphur Springs Area Office														\$ -	\$ -	\$ -	\$ -
	Section 3.1.3: Review cost estimates and prepare design review submittal			4										4	\$ 618	\$ -	\$ -	\$ 618
	Roof Replacement (Metal Roof)							4						4	\$ 934	\$ -	\$ -	\$ 934
	Region 2 Conroe District Office														\$ -	\$ -	\$ -	\$ -
	Section 3.1.3: Review cost estimates and prepare design review submittal			4										4	\$ 618	\$ -	\$ -	\$ 618
	Replace ductwork; replace all flex duct and clean and seal hard duct (Office and Motor Vehicle Theft Garage)					2								2	\$ 309	\$ -	\$ -	\$ 309
	Region 3 Eagle Pass Area Office														\$ -	\$ -	\$ -	\$ -
	Section 3.1.3: Review cost estimates and prepare design review submittal			8										8	\$ 1,236	\$ -	\$ -	\$ 1,236
	Replace/Upgrade Terminal & Packaged Units and Add BAS as needed					6								6	\$ 927	\$ -	\$ -	\$ 927
	Ceiling, Wall, Floor Finishes Replacement							4						4	\$ 934	\$ -	\$ -	\$ 934
	Other Electrical Systems (Repair Illuminated Exit Signs throughout the facility and Add Emergency Lighting where needed), Site Lighting, and Site Communication						6							6	\$ 1,065	\$ -	\$ -	\$ 1,065
	Site Security (Fencing)							3						3	\$ 701	\$ -	\$ -	\$ 701
	Sprinkler System					2								2	\$ 355	\$ -	\$ -	\$ 355

TFC Contract No. 18-042-000
Freese and Nichols, Inc.
Assignment No. 1
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EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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

A. PSP Project Manager:		Nick Prisco, PE _____ Freese and Nichols, Inc. _____ 10431 Morado Circle, Ste. 300, Austin, TX _____ 817-372-3608 _____ Nick.Prisco@freese.com _____
B. Subcontractors:		
	1.	N/A _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)