

TFC Contract No. 18-088-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-007-2507

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

TFC CONTRACT NO. 18-088-000

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 engineering services associated with the development of project analyses for five (5) Department of Public Safety facilities to include: (i) Angleton Commercial Driver's License; (ii) Angleton Highway Patrol Office; (iii) Eagle Pass Highway Patrol Office with Commercial Drivers License; (iv) Florence Live Threat Engagement Training; and (v) Garland Crime Lab (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated June 9, 2019, attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than December 31, 2019, 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 Forty-Six Thousand Nine Hundred Sixty-Nine and No/100 Dollars

TFC Contract No. 18-088-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-007-2507

(\$46,969.00). No more frequently than once per month, PSP shall submit a Pay 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.

[This Space Intentionally Left Blank]

TFC Contract No. 18-088-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-007-2507

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:  _____
BDBC9826957F440...

Mike Novak

Print Name: Alfred Vidaurri, Jr.

Executive Director

Print Title: Vice President

Date of execution: 06/25/2019 | 6:40 AM CDT

Date of execution: 06/24/2019 | 2:30 PM CDT

 GC

 Dir

 DED

TFC Contract No. 18-088-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-007-2507

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED JUNE 9, 2019

TFC Contract No. 18-088-000

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

June 9, 2019

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

Re: Project Analysis for Multiple DPS Facilities

Dear Mr. Muñoz:

Pursuant to our discussion and your request for proposal on March 5, 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 associated with the development of project analysis for 5 different DPS facilities located at various sites in Texas. Nick Prisco, P.E., shall be our project manager for this important project which shall be accomplished under our Professional Services Agreement IDIQ No. 18-088-000.

SCOPE OF SERVICES

FNI will render professional Architectural and Engineering services required for the development of the project analysis for various DPS facilities. The listing of these facilities is included as Appendix A with this proposal. Our understanding of the scope is listed below:

- Conduct one (1) kick-off meeting with the client at the DPS office in Austin to commence project and confirm scope.
- Review as-built documents that will be provided by the client.
- Develop draft project analysis report for each facility.
 - The project analysis reports for new DPS facilities shall be based on standard templates agreed upon with the client. Two standard templates – Large and Small shall be used depending on the building area of the proposed DPS facility.
 - The project analysis reports for existing facilities shall be based on past similar reports and documentation of existing conditions that will be provided by the client.
- Develop parametric construction cost estimates for each facility.
- Submit draft project analysis reports to the Client for review and comments.
- Attend one (1) review conference call with Client and DPS to discuss draft review comments. The team shall discuss comments for all sites at this review meeting.
- Address Client and DPS review comments and submit final project analysis reports.
- Project management as required to manage the above services.

TFC Contract No. 18-088-000
Mr. Bill Muñoz
June 9, 2019
Page 2 of 3

Exhibit A-1

Assignment No. 1

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

- Site visits are not included.
- Programming meeting with client is not included. Programming information will be provided by the Client.
- Existing condition information will be provided by the Client for all sites which includes renovations and/or additions.
- Programming Templates will be provided by the Client for new sites. FNI team shall modify the templates into large and small report templates based on the area of the proposed DPS facility.
- DPS will provide full time employee (FTE) information to FNI in advance of the site visit.
- DPS will provide space allocation information for each facility to FNI.
- DPS will provide the anticipated project schedule for each facility.
- The Client will provide one set of review comments per facility after receiving the draft reports. These comments will be discussed at the draft report review meeting, and the final reports will be updated per guidance from the meeting.
- Condition assessment is not included in this scope and fee.
- No regulatory reviews or permit oversight is included.
- No survey, testing or inspection services are included.
- The Architecture team is travelling from Fort Worth to attend the Kick-off Meeting at the DPS office. This accounts for the travel expense. Local travel expense will not be billed to the Client.

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 services **11 weeks** from NTP. The project schedule is attached with this proposal. If FNI services 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 Forty-Six Thousand, Nine Hundred Sixty-Nine Dollars and No Cents (\$46,969.00). The breakdown of this fee is shown below. The Client may select a number of facilities, up to 5, from this table based on available budget. The general project setup and management fee shown **green** below shall be applied to the project regardless of number of facilities selected. The small and large template fees are included in the first project listed of each type, are shown below in **blue**, and shall be applied to the project if any small or large facility is selected.

TFC Contract No. 18-088-000
 Mr. Bill Muñoz
 June 9, 2019
 Page 3 of 3

Exhibit A-1

Assignment No. 1

TFC DPS Project Analysis Project

| # | Location | Analysis Fee | Sub Fee | Reimbursable Travel Expenses | Total Fee |
|------------------|---|---------------------|--------------------|------------------------------------|---------------------|
| 0 | General Project Setup and Management | \$ 16,708.00 | \$ - | \$ 378.00 | \$ 17,086.00 |
| 1 | Generic Facility (Renovation, New Report, Large) | \$ 6,377.00 | \$ 1,380.00 | \$ - | \$ 7,757.00 |
| 2 | Angleton (New Construction, New Report, Small) | \$ 5,478.00 | \$ 1,380.00 | \$ - | \$ 6,858.00 |
| 3 | Angleton (Renovation, New Report, Small) | \$ 3,591.00 | \$ 1,380.00 | \$ - | \$ 4,971.00 |
| 4 | Garland Regional Headquarters (Renovation, New Report, Small) | \$ 3,591.00 | \$ 1,380.00 | \$ - | \$ 4,971.00 |
| 5 | LTET, Florence, TX (Renovation, Update Report, Small) | \$ 3,946.00 | \$ 1,380.00 | \$ - | \$ 5,326.00 |
| Total Fee | | \$ 39,691.00 | \$ 6,900.00 | \$ 378.00 | \$ 46,969.00 |

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. 18-088-000.

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. 18-088-000. 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

TFC Contract No. 18-088-000
Freese and Nichols, Inc.
Assignment No. 1
Project No. 19-007-2507

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) |