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

TFC CONTRACT NO. 18-130-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTIY ASSIGNMENT NO. 1 (hereinafter referred to as the "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 10431 Morado Circle, Suite 300, Austin, Texas 78759 (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 continuing civil, structural and architectural design services and construction administration for the Texas Department of Public Safety ("DPS") Communications Trailer Storage Project located at 5805 North Lamar Boulevard, Austin, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated October 27, 2017, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than December 31, 2018, 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 Sixty Two Thousand Four Hundred Eighteen and 60/100 Dollars ($62,418.60). No more frequently than once per month, 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.

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.

TEXAS FACILITIES COMMISSION

By: HCBH

John S. Raff

Interim Executive Director

Date of execution: 2.12.18

NRG G.C.

MW Dir

D.E.D

FREESE AND NICHOLS, INC.

By: John New

Print Name: JOHN NEW

Title: VICE PRESIDENT

Date of execution: 2/7/18

TFC CONTRACT NO. 18-130-000

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED OCTOBER 27, 2017

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 • Austin, Texas 78759 • 512-617-3100 • fax 512-617-3101 www.freese.com

October 27, 2017

Texas Facilities Commission
1171 San Jacinto Blvd.
Austin, TX 78701

Attn: Bill Muñoz, Project Manager
Texas Facilities Commission, Facilities Design & Construction

Re: Architectural IDIQ Assignment #1
DPS Communications Trailer Canopy Phase 2 Services - Warehouse Area and Site Civil Design

Mr. Muñoz,

Freese and Nichols (FNI) is pleased to submit this proposal for providing professional architectural and engineering services to the Texas Facilities Commission (TFC) for Design, Bid, and Construction Phase related tasks for the referenced project.

This project will be performed as Assignment #1 under FNI's existing Architectural IDIQ contract. Jessica Rodriguez will serve as project manager for this very important project.

SCOPE OF SERVICES

FNI will render professional Engineering services to accomplish the below scope of work:

Base Scope of Work

Design Phase:

- Provide civil design drawings and technical specifications for the Command and Communications Trailer Canopy, including:
  - Provide relocation and extension of perimeter fencing near Bldg. O and new storage facility;
  - Provide/prepare fencing detail sheet and specifications for privacy slats
  - Provide extension to asphalt parking lot on southwest end of Building O; recheck grading of parking lot based on new topographic survey data
  - Provide expansion and modification of driveway apron and coordination with C. Austin for site exemption;
  - Provide asphalt parking lot at Building N for the area roughly shown highlighted in N1 Parking Plan provided by TFC. The gravel parking area may remain and be identified as By Owner; recheck grading of parking lot based on new topographic survey data

- Provide concrete ribbon as needed at transition to gravel parking area;
- Provide striping of parking lot to include accessible parking spaces as needed;
- Provide maximum parking spaces using standard width spaces only;
- Update parking lot plans with new CAD survey files provided by DPS

- Provide HVAC and lighting design drawings and technical specifications for the Command and Communications Trailer Canopy warehouse portions.
- Provide revised electrical detailing and additional coordination with Austin Energy based on revisions requested at 90% submittal
- Provide opinion of probable construction cost and review CMAR cost estimate.
- Reduce original scope due to DPS purchasing a pre-engineered metal building. Original scope assumed architectural design of the canopy.
- Provide topographic survey for parking lot at Building N and extension of asphalt parking lot at Building O and trailer canopy (see proposal from Gorrondona for details)

Construction Phase (Two GMPs – Bldg. N and Trailer Storage):

- Perform submittal reviews and respond to additional RFI's for Command and Communications Trailer Canopy for added civil and HVAC items.
- Perform submittal reviews, respond to RFI's, conduct 1 site visit for Bldg. N parking lot.

Special Services Scope of Work

Survey:

- Upon written authorization from TFC, perform topographic survey for area between Bldg. N parking lot limits and Trailer Canopy parking lot limits

DELIVERABLES

- 90% Contract documents for review and approval by TFC/DPS.
- Final Contract documents for bidding.
- Preliminary plans for Bldg. N parking lot for review and approval by TFC/DPS. Including 3 options of parking lot – full gravel reconstruction; partial asphalt reconstruction; partial asphalt reconstruction with parking spaces striping.
- Final plans for Bldg. N parking lot.
- Topographic survey CAD files.

SCHEDULE

FNI is authorized to commence work on the Project upon issuance of a Notice to Proceed by the TFC following execution of an Agreement for the proposed services. FNI agrees to complete the services in in a timely manner to meet the requirements of the project. 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.

RESPONSIBILITIES OF TEXAS FACILITIES COMMISSION

The Texas Facilities Commission shall perform the following in a timely manner so as not to delay the services of Freese and Nichols:

- Designate in writing a person to act as the TFC representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the TFC policies and decisions with respect to FNI's services for the Project.

- Furnish FNI with one paper copy and one electronic copy (pdf) of the construction contract documents, drawings and specifications as well as all other applicable information necessary to facilitate the provision of the proposed services.

- Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the TFC may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

DESIGNATED REPRESENTATIVES

Freese and Nichols and the TFC designate the following representatives:

- Texas Facilities Commission Designated Representative – Bill Muñoz, Project Manager – 1171 San Jacinto Blvd. Austin, TX 78701, P 512-463-3388, email: bill.munoz@tfc.state.tx.us
- Freese and Nichols Project Manager – Jessica Rodriguez, Senior Project Manager – 10431 Morado Circle, Suite 300, Austin, TX 78759, P 512-617-3141, C 512-202-5432, email: jessica.rodriguez@freese.com
- Freese and Nichols Accounting Representative – Billy Metzger, Operations Analyst – 10431 Morado Circle, Suite 300, Austin, TX 78759 P 512-617-3177, email: billy.metzger@freese.com

COMPENSATION

FNI proposes to furnish our services as described herein for a Lump Sum fee of Sixty-Nine Thousand Eight Hundred Thirty-Seven Dollars and Sixty Cents ($69,837.60). The fee split between the base and reduced scope of work is indicated below:

Command & Communications Trailer Canopy
Base Scope of Work:

Base - Design Phase:	**$65,646.60**
Base - Construction:	**$1,912.00**

	PEMB Scope Reduction:	**($5,140.00)**
Special	**Services**	
	Survey:	**$7,419**
	Total Fee for Services:	**$69,837.60**

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the TFC for approval before proceeding.

We appreciate the opportunity to submit this proposal for professional inspection services. If additional information or clarification is desired, please do not hesitate to contact us.

Sincerely,

Jessica Rodriguez, P.E.
Senior Project Manager

Victor Vasquez, P.E.
Vice President

TFC CONTRACT NO. 18-130-000

EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

PSP'S LIST OF PSP PROJECT MANGER AND SUBCONTRACTORS

A. Project Manager:		Jessica Rodriguez, PE
		Vimal Nair, PE
B. Sub-Consultant		N/A