

**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. 2

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2 (hereinafter referred to as “Assignment No. 2” 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 continuing work begun under TFC Contract No. 14-157-000, Assignment No. 4, provide additional civil engineering services for the reconstruction of sidewalks, including coordination with the City of Austin to obtain construction and right-of-way permitting and two (2) site visits, at the William P. Clements Building, located at 300 West 15th Street, Austin, Texas (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-2,” PSP’s IDIQ Assignment No. 2 Proposal dated January 15, 2018, attached hereto and incorporated herein for all purposes and consisting of two (2) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 2 shall be completed no later than May 30, 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. 2.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 2 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. 2 shall not exceed One Thousand Nine Hundred Forty-Eight and No/100 Dollars (\$1,948.00). 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. 2, 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-2."

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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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

FREESE AND NICHOLS, INC.

By: JSRA

John S. Raff

Interim Executive Director

Date of execution: 2-16-18

NRG G.C.

MW Dir.

JK D.E.D.

By: John New

Print Name: JOHN NEW

Print Title: VICE PRESIDENT

Date of execution: 3/14/18

TFC Contract No. 18-130-000
Freese and Nichols, Inc.
Assignment No. 2
Project No.: 12-028-6425

TFC CONTRACT NO. 18-130-000

EXHIBIT A-2

PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED JANUARY 15, 2018



Innovative approaches
Practical results
Outstanding service

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

January 15, 2018

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

Attn: Dorothy Spearman, Senior Project Manager
Texas Facilities Commission, Facilities Design & Construction

Re: William P. Clements, Jr. Building Sidewalk Reconstruction Scope of Work — Construction
Coordination

Ms. Spearman,

Freese and Nichols (FNI) is pleased to submit this proposal for providing additional professional services to the Texas Facilities Commission (TFC) related to Design services for reconstruction of sidewalks at the William P. Clements, Jr. state office building.

SCOPE OF SERVICES

Scope

The additional services provided design as described herein:

Construction Phase:

- Coordination with City of Austin to assist with obtaining construction permitting
- Two site visits
- Deliverables
 - Site visit photos/documentation

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 accordance with the following schedule:

Coordination	To begin as required by contractor
Site Visits	Determined per contractor's schedule

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.



Ms. Dorothy Spearman
January 15, 2018
Page 2 of 2

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 — Dorothy Spearman, Senior Project Manager — 1171 San Jacinto Blvd. Austin, TX 78701, P 512-463-2946, email: dorothy.spearman@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 One Thousand Nine-Hundred Forty-Eight dollars (\$1948.00). 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 engineering services. If additional information or clarification is desired, please do not hesitate to contact us.

Sincerely,

Handwritten signature of Jessica Rodriguez in black ink.

Jessica Rodriguez, P.E.
Senior Project Manager

Handwritten signature of Victor Vasquez in black ink.

Victor Vasquez, P.E.
Vice President

TFC Contract No. 18-130-000
Freese and Nichols, Inc.
Assignment No. 2
Project No.: 12-028-6425

TFC CONTRACT NO. 18-130-000

EXHIBIT B-2

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**TFC CONTRACT NO. 18-130-000
 ASSIGNMENT NO. 2
 FREESE AND NICHOLS, INC.
 EXHIBIT B-2
 LIST OF PSP PROJECT MANAGER
 AND
 SUBCONTRACTORS**

A. PSP Project Manager:		_____ Jessica Rodriguez _____ _____ Freese and Nichols, Inc. _____ _____ 10431 Morado Circle, Ste. 300, Austin, TX _____ 512-202-5432 _____ _____ Jessica.rodriguez@freese.com _____
B. Subcontractors:		
	1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)