

TFC Contract No. 18-088-000
Freese and Nichols, Inc.
Assignment No. 3
19-011-2509

**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. 3

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 3 (hereinafter referred to as “Assignment No. 3” 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 subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as performing a third-party review of construction documents at the 50% design phase and the 95% design phase, and submit comments to TFC for the Texas State Library and Archives Commission Promontory Point project (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-3,” PSP’s IDIQ Assignment No. 3 Proposal dated November 1, 2019, attached hereto and incorporated herein for all purposes and consisting of seven (7) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 3 shall be completed no later than August 31, 2020, 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. 3.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 3.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 3 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.

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FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 3 shall not exceed the sum of Sixteen Thousand Sixteen and No/100 Dollars (\$16,016.00). 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. 3, 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-3."

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.

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

TEXAS FACILITIES COMMISSION

FREES AND NICHOLS, INC.

By: DocuSigned by:
Mike Novak, Executive Director
B1C9FC0A8020417...

By: DocuSigned by:
Alfred Vidaurri, Jr., Vice President, Freese and Nichols
62D06921BC7A4E8...

Mike Novak

Alfred Vidaurri, Jr.

Executive Director

Vice President

Date of execution: 12/19/2019 | 1:34 PM CST

Date of execution: 12/19/2019 | 11:00 AM CST

CR GC

YNW Dir

ba DED

TFC Contract No. 18-088-000
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EXHIBIT A-3

PSP'S IDIQ ASSIGNMENT NO. 3 PROPOSAL DATED NOVEMBER 1, 2019

(7 PAGES)

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Outstanding service

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www.freese.com

November 1, 2019

Josh Porosky
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto
Austin TX 78701

Re: Texas Facilities Commission / 19-011-2509 - Peer Review (19-4954).

Dear Mr. Porosky:

Pursuant to your email dated October 18, 2019, and subsequent emails, Freese and Nichols, Inc. (FNI) is pleased to submit this proposal to the Texas Facilities Commission (Client) for providing professional Architectural and Engineering services associated with the 19-011-2509 - Peer Review IDIQ Assignment Proposal Request. Ram Manoj will 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 listed below.

Design Phase Services:

- FNI will review the Construction Documents submittals at the 50% design stage, and the 95% design stage and provide comments to TFC. The scope of work shall be limited to items listed on email dated 10/18/2019 with attachment named "19-011-2509 Preliminary Conceptual Drawings". Construction documents are being prepared by others and will be transmitted to FNI electronically (in pdf format) by the consultant or TFC.
- FNI will provide a rough order of magnitude cost estimate at the 50% design stage. The scope of work shall be limited to items listed on email dated 10/18/2019 with attachment named "19-011-2509 Preliminary Conceptual Drawings".

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

- This proposal is for services during the design phase. No services during the construction phase are included.
- FNI's reviews for design phase services will be for coordination between design disciplines, code review, potential constructability issues, and for any perceived design related deficiencies.
- FNI will provide typed comments with a PDF writer directly on the drawing or specification files for the design phase reviews.

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Texas Facilities Commission / 19-011-2509 - Peer Review (19-4954).
November 1, 2019
Page 2 of 2

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 50% third-party design review services within ten (10) working days from receipt of the 50% review documents.
- FNI agrees to complete the 95% third-party design review services within ten (10) working days from receipt of the 95% review documents.

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.

EXCLUSIONS/CLARIFICATIONS

- FNI has not included fee for questions from the Architects or Engineers concerning FNI peer review comments.
- FNI has not included fee for meetings with the Architects or Engineers concerning FNI peer review comments.
- FNI has not included fee for onsite meetings with TFC or travel for such meetings concerning FNI peer review comments.
- FNI has not included fee for any peer review services Data/Telecom design.
- FNI will not review detailed engineering calculations and will use rule of thumb values and engineering wisdom to review new design.

COMPENSATION

FNI proposes to furnish professional services as described herein for a not-to-exceed fee of **Sixteen Thousand, Sixteen Dollars and No Cents (\$16,016.00)**.

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.

Sincerely,

FREESE AND NICHOLS, INC.

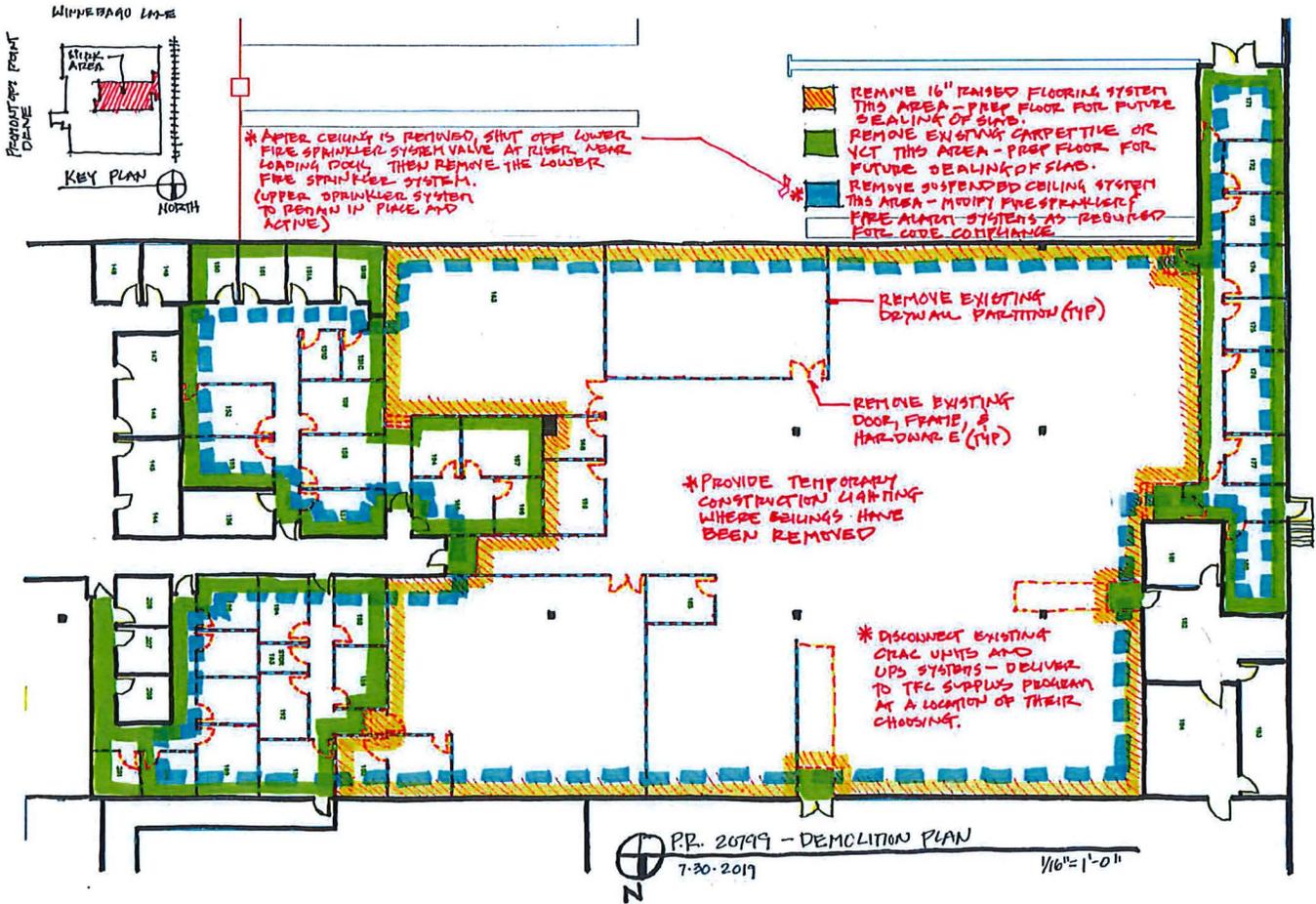


Vimal Nair, P.E.
Vice President

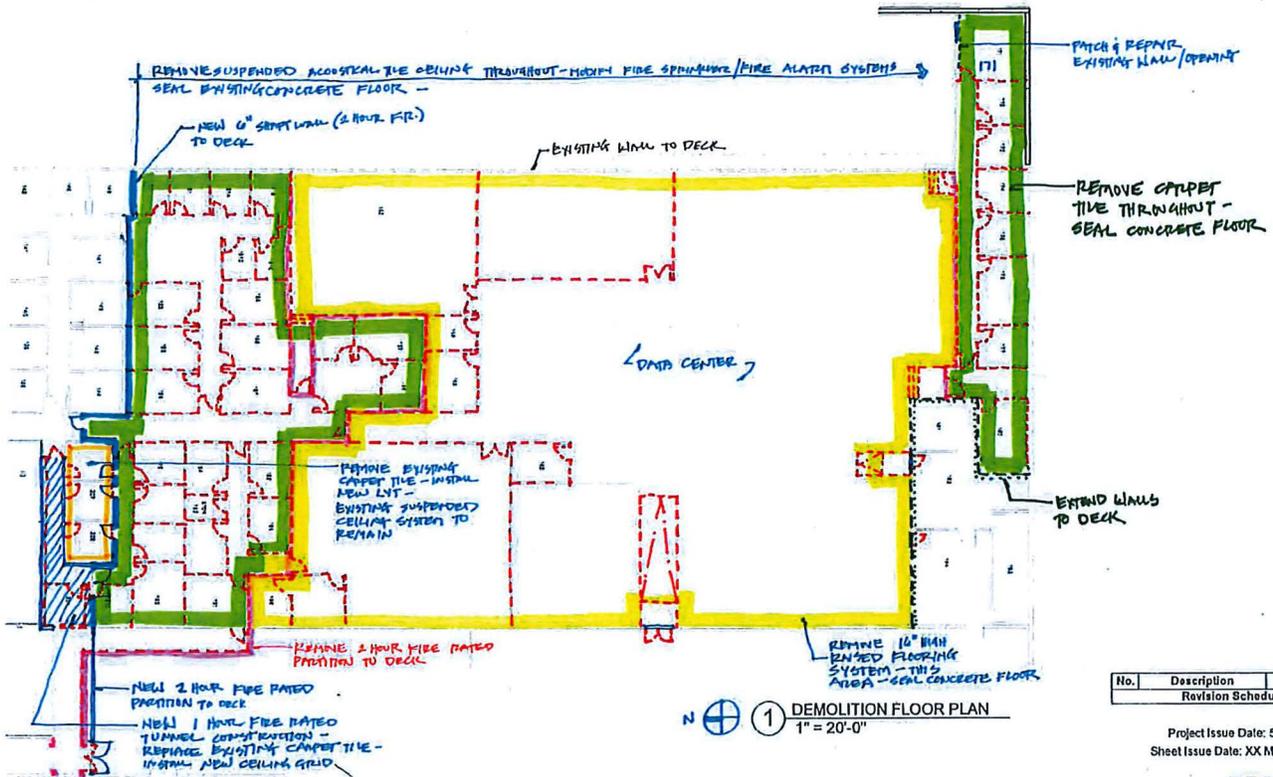
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Texas Facilities Commission 19-011-2509 - Peer Review for Promontory Point Warehouse Renovation Updated on 10/30/2019 Detailed Cost Breakdown			Project Fee Summary													
			Basic Services								\$	16,016				
			Special Services								\$	-				
			Total Project								\$	16,016				
Tasks			Labor													
Phase	Task	Basic or Special	Task Description	Rev/MetroJ	Sachin Revindran	Vahid Khan	Homer Saint	Prabh KC	Robert Khalil	John Mahain	Gar Larson	Sharon James	Stephanie Stephenson	Dave Kul	Total Hours	Total Labor Effort
				Project Manager	Mechanical Engineer GC	Electrical Engineer GC	Arch GC	Struct. Engineer GC	Plumbing and Fire Protection GC	Cost Estimator GC	Cost Estimator	Project Admin	DB Procurement Support	Senior Advisor		
				\$139	\$169	\$169	\$178	\$148	\$169	\$225	\$107	\$184	\$105	\$175		
			General:													
			Project Management		10										10	\$ -
			Review of Project Documents		2										2	\$ 1,385
			Coordination of disciplines		2										2	\$ 277
			Packaging and submittal of Peer Review documents		2										2	\$ 277
			Accounting									1	1		2	\$ 289
			Senior Advisor											1	1	\$ 175
			Peer Review Tasks:													\$ -
			Promontory Point Warehouse - All tasks combined													\$ -
			50% CD HVAC Design Peer Review		5										5	\$ 845
			50% CD Elec/Fire Alarm Design Peer Review			7									7	\$ 1,193
			50% CD Arch Design Peer Review				11								11	\$ 1,958
			50% CD Struct Design Peer Review					4							4	\$ 684
			50% CD Fire Protection Design Peer Review						4						4	\$ 676
			50% Specifications Peer Review		2	2	4	2	2						12	\$ 2,018
			50% Cost Estimate							2	10				12	\$ 1,520
			95% CD HVAC Design Peer Review		2										2	\$ 338
			95% CD Elec/Fire Alarm Design Peer Review			4									4	\$ 676
			95% CD Arch Design Peer Review				6								6	\$ 1,068
			95% CD Struct Design Peer Review					2							2	\$ 292
			95% CD Fire Protection Design Peer Review						2						2	\$ 338
			95% Specifications Peer Review		2	2	3	2	2						11	\$ 1,840
			Total Hours / Quantity	16	11	15	24	10	10	2	10	1	1	1	101	
			Total Effort	\$ 2,216	\$ 1,859	\$ 2,535	\$ 4,272	\$ 1,460	\$ 1,690	\$ 450	\$ 1,070	\$ 184	\$ 105	\$ 175		\$ 16,016

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No.	Description	Date
	Revision Schedule	

Project Issue Date: 5/14/2018
 Sheet Issue Date: XX MONTH, 2015



A1-300

PORTAL REQUEST 20799

DEMOLITION FLOOR PLAN
 PROM TSLAC WAREHOUSE
 PROJECT PHASE - CONCEPTUAL ESTIMATE
 SCALE: 1" = 20'-0"

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 STATE OF TEXAS REGISTERED ARCHITECT, LICENSE #23049
 FOR PRELIMINARY PRICING AND OWNER REVIEW ONLY - NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

From: Jessica Rodriguez
Sent: Tuesday, October 29, 2019 10:48 PM
To: Ram Manoj
Cc: Vimal Nair
Subject: FW: TFC IDIQ - 3rd Party Review Proposal
Attachments: 19-011-2509 Preliminary Conceptual Drawings.pdf

Per your request.

Jessica Rodriguez, P.E.
Senior Project Manager

Freese and Nichols, Inc.
10431 Morado Circle
Building 5, Suite 300
Austin, Texas 78759
W: 512-617-3141
C: 512-202-5432
F: 512-617-3101
jessica.rodriguez@freese.com

From: Joshua Porosky <Joshua.Porosky@tfc.state.tx.us>
Sent: Friday, October 18, 2019 4:08 PM
To: Jessica Rodriguez <Jessica.Rodriguez@freese.com>
Subject: TFC IDIQ - 3rd Party Review Proposal

External Email. Use caution when clicking links or opening attachments.

Jessica,

I wanted to see if Freese & Nichols would be interested in providing an IDIQ proposal for 3rd Party Plan Review services on a renovation project at the Promontory Point Warehouse in Austin.

I've attached a few preliminary sketches that show the basic demo & renovation scopes.

Huitt-Zollars is the A/E. Design flow will include 50%, 95%, and 100% CD's. I don't anticipate having the CMR on board until 95%.

Your proposed services would include architectural & MEP reviews of the 50% and 95% docs for constructability, accessibility/code compliance, and identification of potential technical questions.

50% documents are expected in December 2019.

Let me know if you have any questions. Thanks.

Josh Porosky

Project Manager
Texas Facilities Commission
Facilities Design & Construction
(TFC Main) 512-463-3446
(Direct) 512-463-1763

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(Cell) 512-987-7562
(Fax) 512-236-6174

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EXHIBIT B-3

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

TFC Contract No. 18-088-000

Assignment No #2

Project No. 19-011-2509

Freese and Nichols

**LIST OF PSP PROJECT MANAGER
AND
SUBCONTRACTORS**

(Name, Company Name, Address & Contact Person (Project Manager))

<p>A. PSP Project Manager:</p>		<p><u>Ram Manoj</u> (Name) <u>Freese and Nichols, Inc.</u> (Company) <u>10431 Morado Circle, Suite 300, Austin, TX</u> (Address) <u>512-617-3108</u> (Office #) <u>Ram.manoj@freese.com</u> (Email)</p>
	1.	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>
	2.	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>
	3.	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>
	4.	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>