

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
GRAEBER, SIMMONS & COWAN, INC., DBA GSC ARCHITECTS**

TFC CONTRACT NO. 18-046-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY 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 Graeber, Simmons & Cowan, Inc., dba GSC Architects located at 901 South MoPac Expressway, Building III, Suite 400, Austin, Texas 78746 (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 relocating the Health and Human Services Commission Print Shop to 1111 West North Loop Drive, Austin, Texas. PSP shall provide the following: (i) programing to gain a thorough understanding of the Print Shop needs, machinery to be moved and ancillary space requirements; (ii) predesign, schematic design and design development; (iii) estimating; and (iv) construction documents and construction administration services (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated July 28, 2017, attached hereto and incorporated herein for all purposes and consisting of six (6) 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 One Hundred Thirty Thousand One Hundred Ninety and No/100 Dollars (\$130,190.00). 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. 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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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

**GRAEBER, SIMMONS & COWAN, INC.
DBA GSC ARCHITECTS**

By: 
Kay Molina

By: 
Joseph N. LaRocca, AIA

General Counsel

Principal

Date of execution: 11/3/17

Date of execution: 11/7/17

 G.C.

 Dir.

 D.E.D.

TFC CONTRACT NO. 18-046-000

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED JULY 28, 2017



GSC Architects

July 28, 2017

Marti Walsh
Director of Project Management
Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Blvd.
Austin, Texas 78701

Email: marti.walsh@tfc.state.tx.us

**Texas Facilities Commission
HHSC Print Shop Relocation Professional Services REVISED**

Good Afternoon, Marti,

GSC Architects is pleased to present our **REVISED** professional services to relocate the HHSC Print Shop from 12300 Technology Blvd., Austin, TX, to 1111 W. North Loop Drive, Austin, TX. We understand that the current Print Shop will be consolidating, moving and replacing some of their equipment. Storage is also a large part of the relocation and we will consider **one space in the West warehouse** within 1111 W. North Loop Drive and its existing mezzanines.

We have designed the new print shop at our TSBVI campus on 45th Street, completed a detailed analysis of the TSLAC Shoal Creek Warehouse and renovated warehouse spaces for Mothers Milk Bank, Coca-Cola, 3M and Samsung. We've built new tilt wall panel construction warehouses for Round Rock ISD Technology Center, Maruchan, Texas, Inc. and Mensor, San Marcos. We know the nuances of existing warehouses, their structural capacities and ability to transform them into new uses.

We look forward to working with you and the HHSC to create a useable and efficient Print Shop that can be utilized for years to come.

Please let us know if you have any questions.

Best regards,

Bonita Tice Gray, AIA LEED AP BD+C
Senior Associate
GSC Architects

Attachments: GSC Architects' Proposal, Structural Proposal, MEP Proposal, Roofing Proposal, Technology/Security Proposal, HSP

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July 28, 2017

**Texas Facilities Commission
HHSC Print Shop Relocation
Contract# 14-047-000
Assignment #5 **REVISED****

PROJECT DESCRIPTION

GSC Architects is providing a proposal for moving the HHSC Print Shop from 12300 Technology Blvd to 1111 West North Loop Drive, Austin, Texas.

PROJECT SCOPE

The following items are a general list of requirements for this project:

- Programming to gain a thorough understanding of the print shop needs, machinery to be moved and ancillary spaces required.
- Predesign will determine if the new space will accommodate the print shop's current and future needs.
- Schematic Design, Design Development and Construction Documents will ready the plans for bidding and construction.

CONSULTANTS

We have added the following engineering expertise for support:

- MEP Engineering – Review existing MEP and lighting in the new print shop space and design new MEP and lighting to accommodate the needs of the moved print shop.
- Structural Engineering – Review the existing mezzanine capacity to determine if it is useable for Print storage. Review the possibility of removing a portion of the existing mezzanine to gain height in the new building.
- Roofing Consultant – Review the existing North Loop Drive print shop roof and provide design details for penetrating the roof and possible mounting of new HVAC units.
- IT Consultant – Print Shop machinery may interface with the IT room within North Loop Drive. This scope includes security, cabling and network to support security only.

SCOPE OF SERVICES

TFC will furnish relevant electronic or paper documents for the print shop at 12300 Technology Boulevard and 1111 West North Loop Drive, including floor plans, MEP, roofing and structural drawings, prior to commencing work. TFC will also provide a list of print shop machinery to move and new machinery, with sizes and electrical requirements and any special conditions for each. GSC Architects will work with TFC, Marti Walsh, to determine a schedule and

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construction budget. The following tasks / deliverables will be provided according to our understanding of the requirements.

PROGRAMMING AND PREDESIGN (3 WEEKS)

1. **Meeting 1:** GSC Architects (the Design Team) will meet with Marti Walsh, TFC, Director of Project Management, and the HHSC team for an initial kickoff meeting to review current site conditions and requirements of moving the Print Shop to its new location.
2. The Design Team will create conceptual drawings for review with TFC/HHSC representatives.
3. **Meeting 2:** The Design Team will provide up to two (2) Print Shop revisions based on meetings/discussions with TFC/HHSC representatives. The Design Team will receive approval & sign off from TFC/HHSC before proceeding into Schematic Design.
4. Any design revisions to the Print Shop study after the two (2) revisions or after proceeding into Schematic Design will be an additional service as indicated in the schedule of services.

SCHEMATIC DESIGN (2.5 WEEKS)

1. GSC will develop the Print Shop designs based on the initial plan approved during Programming and Pre-design.
2. Initial coordination with GSC's Mechanical, Electrical, Structural, Roofing and IT consultants will begin during Schematic Design.
3. **Meeting 3:** The Design Team will meet with TFC/HHSC to explain the Schematic Design drawings, any restraints and opportunities. The Design Team will receive approval & sign off from TFC/HHSC before proceeding into Design Development.
4. Any design revisions to the Print Shop Schematic Design after proceeding to Design Development will be an additional service as indicated in the schedule of services.

DESIGN DEVELOPMENT (2 WEEKS)

1. GSC will develop the Print Shop design based on the initial plan approved during the Schematic Design period.
2. Design Development will include the identification of material and system selection and the initiation of the project specifications and selected details.
3. Continued coordination with GSC's Mechanical, Electrical, Structural, Roofing and IT consultants will occur during Design Development.
4. **Meeting 4:** The Design Development drawings will be reviewed with TFC/HHSC representatives in a single meeting and minor revisions will be incorporated to form the basis for Pricing Documents. Minor design revisions are considered revisions that do not affect significant materials or configurations. Major design revisions will be an additional service as indicated in the schedule of services.
5. Approval and sign off on the Design Development Documents by TFC/HHSC will be attained prior to the Design Team proceeding into Construction Documents.

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CONSTRUCTION DOCUMENTS (3 WEEKS)

1. Upon approval to proceed from TFC/HHSC, GSC will prepare construction drawings, coordinating with GSC's Mechanical, Electrical, Structural, Roofing and IT consultants, if required, to produce one cohesive set of documents for bidding and construction.
2. The drawing package will include the following:
 - a. Overall Print Shop demolition plans and approved designs as indicated.
 - b. Enlarged plans depicting restrooms and Print Shop plans as required.
 - c. Print Shop elevations, sections and details as required.
 - d. TAS/ADA sheets.
 - e. Structural Engineering Plans and Details (if required)
 - f. Mechanical/Electrical Plans, Details and Schedules
 - g. IT Plans and Details (if required)
3. GSC will produce specifications in 3-part CSI format.
4. GSC will prepare and process TDLR and TAS forms, reviews and responses. Fees for these services will be billed to the TFC as reimbursable project expenses.

PRICING PHASE (3 WEEKS)

1. GSC will respond to any RFI's and provide any additional detailing as required by the General Contractor.
2. GSC will prepare addenda as required to respond to all TFC/GC RFIs.
3. **Meeting 5:** The design team will meet with TFC/GC if value engineering exercises are required to meet the construction budget.

CONSTRUCTION ADMINISTRATION (5 MONTHS)

1. GSC will process submittals, shop drawings, RFIs and applications for payment.
2. **Meetings 6 – 15:** GSC anticipates bimonthly site visits and one final punch for substantial completion.

DESIGN CONTRACT

This Proposal will be attached to an Amendment to a GSC IDIQ contract between TFC and the Architect and serve to identify the description, scope and cost of services. The terms and conditions are per the agreement.

COMPENSATION

We propose to provide the above-described work for a fixed fee (except as noted), invoiced monthly by a percentage complete per phase. We reserve the right to negotiate new or additional fees if the scope of work or schedule changes significantly.

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HHSC Print Shop Relocation Design Services Proposal			
1	Architectural Services	Rate	Fee
	Programming and Predesign, Meetings 1 and 2	Lump Sum	\$7,500.00
	Schematic Design, Meeting 3	Lump Sum	\$5,400.00
	Design Development, Meeting 4	Lump Sum	\$8,050.00
	Construction Documents	Lump Sum	\$10,800.00
	Pricing Phase, Meeting 5	Lump Sum	\$1,800.00
	Construction Administration, Meetings 6 - 15	Lump Sum	\$5,400.00
	Sub Total Architecture		\$38,950.00
2	Structural Engineering		
	Please see Datum Engineers proposal attached.	Lump Sum	\$10,000.00
	GSC Architects Coordination		\$ 1,000.00
	Sub Total Structural Engineering		\$11,000.00
3	MEP Engineering		
	Please see Jones/DBR's proposal attached.	Lump Sum	\$42,800.00
	GSC Architects Coordination		\$4,280.00
	Sub Total MEP Engineering		\$47,080.00
4	Roofing Consultant		
	Please see Hollon + Cannon's proposal attached.	Lump Sum	\$4,600.00
	GSC Architects Coordination		\$ 460.00
	Sub Total Roofing Consultant		\$5,060.00
5	Technology/Security Consultant		
	Please see Combs Consulting proposal attached.	Lump Sum	\$21,000.00
	GSC Architects Coordination		\$ 2,100.00
	Sub Total IT Consultant		\$23,100.00
6	Allowance: Reimbursables		\$5,000.00
	TOTAL		\$130,190.00

ADDITIONAL SERVICES:

The following are excluded from the scope at this time but can be added as additional service upon mutual written approval of the Owner. The Architect will endeavor to identify and estimate the cost of services not within the base compensation prior to those services being required. Design costs required prior to notification / approval due to circumstances may be included in compensation requested of Owner. The Architect will identify all potential changes and create a DESIGN CHANGE NOTICE or DCN listing the description of the change, conditions as well as the design cost and schedule impact. The Owner will be asked to approve prior to action by the design team.

- Geotechnical services

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- Renderings
- Creating As Built documents if none are available
- Estimates of probable construction cost
- Testing or Special Inspections
- Signage not delineated in basic project scope
- Special Inspections or Testing Labs required by Insurance, City or Owner
- Redesign based on Changes in Owner's Program
- Revisions which are inconsistent with written approval or instructions previously given, or are required because of revisions in codes, laws, or regulations subsequent to the preparation of such documents.
- Changes in documentation or services resulting from substitutions.
- Consultation concerning work damaged by negligence, contractor error, fire or other causes during construction
- Post occupancy evaluation, maintenance programs, or warranty review
- Provision of services involving travel for the purpose of evaluating systems or materials

REIMBURSABLE EXPENSES:

Expenses may only be reimbursed in strict compliance with Assignment Section 4.2., Maximum Reimbursable Expenses. Reimbursable expenses will be invoiced per our TFC IDIQ contract. Detailed backup of reimbursable expenses will be provided with each invoice.

These expenses include but may not be limited to the following:

- Texas Accessibility Standards Processing Fees: Registration, RAS review, RAS inspection
- Reproductions, plots, CAD translations, postage, handling and deliveries*
- Finish boards
- Mounted presentation documents (renderings, plans, etc.)

*The reimbursable cost estimate does not include printing costs for construction documents for the contractor.

AUTHORIZATION



Joseph N LaRocca, AIA, LEED AP, Principal

GSC Architects

07 21 17

Date

Texas Facilities Commission

Date

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' and Interior Designers' Registration Law, Texas Civil Statutes, Article 249A.

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TFC CONTRACT NO. 18-046-000

EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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

A. Project Manager:	Bonny Gray, AIA, LEED AP BD+C GSC Architects 3100 Alvin Devane, Bldg A, Ste.200B, Austin, TX 78741 512.809.1106 gray@gscarchitects.com
B. Subcontractors:	
1.	Galen Schroeder, P.E. Datum Engineers 5929 Balcones Drive, Suite 200, Austin, TX 78731 512.217.6367 galens@datumengineers.com
2.	Melissa Coad, P.E. LEED AP Jones DBR 7800 Shoal Creek Blvd., Ste. 100-W., Austin, TX 78757 512.762.3641 mcoad@dbrinc.com
3.	Jon Cannon, RRC, RRO, CDT Hollon + Cannon Group, Inc. 11407 Bristle Oak Trail, Austin, TX 78750 512.809.7650 jcannon@hollon-cannon.com
4.	Brian Combs, RCDD Combs Consulting Group 8200 IH-10 West, Suite 103, San Antonio, TX 78230 210.698.7887 Brian.Combs@combs-group.com