

TFC Contract No. 18-037-000
Assignment No. 2
Hellmuth Obata & Kassabaum, LP
Project No. 19-013-2511
TSLAC Expansion Analysis

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HELLMUTH OBATA & KASSABAUM, LP**

TFC CONTRACT NO. 18-037-000

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 Hellmuth Obata & Kassabaum, LP, located at 3200 Southwest Freeway, Suite 900, Houston, Texas 77027 (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 submitting an analysis for the 60,000 square foot addition to the Texas State Library and Archives Commission’s (TSLAC’s) existing archive and records storage facilities. The submitted report will assess the feasibility of constructing an addition to the existing TSLAC facility located at 4400 Shoal Creek Boulevard, Austin, Texas (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-2” PSP’s IDIQ Assignment No. 2 Proposal dated August 12, 2019, attached hereto and incorporated herein for all purposes and consisting of the Proposal, its revisable Delivery Schedule, and Hourly Rates, totaling four (4) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 2 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. 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.

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FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 2 shall not exceed the sum of Forty-Eight Thousand and No/100 Dollars (\$48,000.00). 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. 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.

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

TEXAS FACILITIES COMMISSION HELLMUTH OBATA & KASSABAUM, LP

DocuSigned by:
By: MIKE NOVAK, TFC EXECUTIVE DIRECTOR
B1C9FC0A8020417...

DocuSigned by:
By: [Signature]
D1BE32A140A5442...

Mike Novak

Jay Tatum

Executive Director

Senior Vice President

Date of execution: 09/19/2019 | 4:59 PM CDT

Date of execution: 09/19/2019 | 3:44 PM CDT

NRK GC

[Signature] Dir

[Signature] DED

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EXHIBIT A-2

PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED AUGUST 12, 2019



August 12, 2019

Dorothy Spearman, Senior Project Manager
Texas Facilities Commission
Facilities Design & Construction
Austin, Texas 78701

Re: Second Update- Proposal for TSCLAC Expansion Analysis

Dear Ms. Spearman,

As requested, this is our updated professional services proposal for the TFC Project titled "TSCLAC Expansion Analysis". We understand that if accepted, this effort will become an assignment under our current TFC agreement, Contract No. 18-037-000, Purchase Order 303-7-7022.

Our proposed scope for this project includes:

1. Confirm that the cost for construction of a 60,000 SF, two-story storage addition at the existing Shoal Creek Blvd site identified by GSC in their 2016 study is viable. Provide projections for construction cost changes through 2024.
2. Provide a high-level market analysis of up to three alternate construction locations for an equivalent amount of square footage, including land acquisition cost, site preparation, and construction. Commercial principals will used as a basis for the analysis based on leading practices. These locations may include sites within and beyond the preferred ten-mile radius of the Texas State Capital. This analysis may include the possibilities of providing at these alternate locations either:
 - a) A replacement for the existing Shoal Creek facility plus the new 60,000 SF
 - b) Only the new 60,000 SF facility
3. HOK will issue a 50% draft report and a final report as shown on the attached schedule.



PROPOSAL:

This lump-sum proposal includes travel, reproduction, and other expenses including attendance at one meetings in Austin commencing with a notice to proceed from the Texas Facilities Commission, per the schedule attached. Conference calls are included as needed.

Services for the Scope of Work described above:

Forty Eight Thousand Dollars (\$48,000.00)

This lump sum is inclusive of costs for travel, reproduction of up to ten copies of the delivery packages, and other expenses.

HOK acknowledges that this service will comply with obligations in our current agreement.

Our analysis will be produced and delivered in a six week period according to the attached schedule.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Bob Carnegie', is written over a faint, illegible printed name.

Bob Carnegie, AIA, LEED® GA
Principal, Director of Architecture

CC: Mark Smith (HOK)
Eberhard Laepple (HOK)

Attachments:

- 1- Proposed Delivery Schedule
- 2- Schedule of Hourly Rates



Attachment 1 - Proposed Delivery Schedule

Attachment 1 - Proposed Delivery Schedule												
TSCLAC Expansion Analysis												
Monday, August 12, 2019												
#	Task	Weeks		1	2	3	4	5	6			
		Week of:	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct
				Investigation/Solutions Development				Production				
1	Notice To Proceed from TFC		■									
2	Shoal Creek site investigation	■										
3	TSLAC prepares narratives for select report sections		■ ■ ■ ■	■ ■ ■ ■								
4	Solutions development, all disciplines			■ ■ ■ ■	■ ■ ■ ■							
5	Narrative & visuals development				■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■			
6	Cost estimate development					■ ■ ■ ■	■ ■ ■			■ ■		
7	HOK submits draft deliverables to TFC (Sep 12)						■					
8	TSL/TFC provides comments to HOK (Sep 16)							■				
9	Prepare/submit final deliverables to TFC (Sep 27)									■ ■ ■ ■		
10	TSLAC prepares for submittal to Legislature										■ ■ ■ ■	■ ■ ■ ■
												■ ■ ■ ■



Attachment 2

Hourly Rates for TSLAC Expansion Analysis

Position	Rate/Hour
Intern Architect	\$51
Architectural Technician	\$79
Arch Senior Technician	\$101
Architect PM	\$155
Arch Senior PM	\$206
Intern Engineer	\$63
Engineer Technician	\$111
Engineer Designer	\$120
Senior Engineer	\$158
Engineer PM	\$184
Junior Cost Estimator	\$100
Senior Cost Estimator	\$160

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EXHIBIT B-2

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:	Mark Smith HOK 3200 Southwest Freeway, Suite 900, Houston, TX 77027 (713) 407-7712 Mark.smith@hok.com
B. Subcontractors:	NOT APPLICABLE
1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)