

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Amendment No. 1 to Assignment No. 4
Project No. 16-018A-8001

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
KLEINFELDER, INC.**

TFC CONTRACT NO. 18-104-000

AMENDMENT NO. 1 TO ASSIGNMENT NO. 4

This Indefinite Delivery Indefinite Quantity Amendment No. 1 to Assignment No. 4 (hereinafter referred to as “Amendment No. 1 to Assignment No. 4”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, and Kleinfelder, Inc., located at 1826 Kramer Lane, Suite M, Austin, Texas 78758 (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 to be performed in accordance with the terms and conditions that follow.

RECITALS.

WHEREAS, the Parties entered into that one certain *Indefinite Delivery Indefinite Quantity Professional Services Agreement*, TFC Contract No. 18-104-000 and dated October 31, 2017 (hereinafter referred to as the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, the Parties entered into Assignment No. 4 dated August 21, 2018, (hereinafter referred to as “Assignment No. 3”); and

WHEREAS, the Parties now desire to amend Assignment No. 4 to provide for Additional Services and Fees;

NOW THEREFORE, the parties hereby agree as follows:

1. The Parties agree to modify Assignment No. 4 by providing for Additional Services to include, but not be limited to: non-masonry grout compression testing, masonry grout compression testing, concrete compressions, drilled shaft observations requested by TFC Contractor, J.E. Dunn Construction Company, laboratory services, vehicle charges, and services more completely and particularly addressed in PSP’s Proposal dated November 25, 2019 attached hereto and incorporated herein for all purposes as “Exhibit A-4-1, and consisting of four (4) pages.
2. The Parties hereby agree to modify the section entitled, FEE FOR BASIC SERVICES to reflect an increase in compensation to be paid to PSP in the amount of Eighty-Eight Thousand Three Hundred Fifty-Eight and No/100 Dollars (\$88,358.00), for which purpose that section is deleted in its entirety and replaced with the following:

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“FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 4 shall not exceed the sum of One Hundred Eighty-Three Thousand Sixty-Two and No/100 Dollars (\$183,062.00). 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.”

3. Except as amended and supplemented by this Amendment No. 1 to Assignment No. 4, the terms and conditions of the Agreement and of Assignment No. 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 1 to Assignment No. 4 to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

KLEINFELDER, INC.

DocuSigned by:
By: Mike Novak, Executive Director
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DocuSigned by:
By: Kelly Daniel, Client Account Manager
DF08813A11A5463...

Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of execution: 01/21/2020 | 6:41 AM CST

Date of execution: 01/20/2020 | 8:59 PM CST

GC CR

Dir MM

DED JK

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EXHIBIT A-4-1

**PSP'S IDIQ AMENDMENT NO. 1 TO ASSIGNMENT NO. 4
PROPOSAL DATED NOVEMBER 25, 2019.**



November 25, 2019
Project No.: 20191621.001A

Mr. Keith Hall, AIA
Senior Project Manager
Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Blvd.
Austin, Texas 78701

**Subject: Budget Increase Request – Materials Testing and Inspections
Texas Capitol Complex Phase 1 – Excavation Package – Austin, Texas
TFC Project: #16-018A-8001**

Dear Mr. Hall:

Through our performance of services on Texas Facilities Commission (TFC) Project: #16-018A-8001, additional scope items were requested throughout the course of the project that were not included in our original proposal, dated August 14, 2018. Additional scope completed for the project included grout compression testing, requested in inspection kickoff meeting on September 5, 2018. These services have been provided and invoiced to the TFC on previous invoices:

- Masonry Grout Compression - \$372.00
- Non-Masonry Grout Compression - \$1,116.00
- Concrete Compressions - \$1,209.00

TOTAL \$2,697

Drilled shaft observations were requested by JE Dunn in March 2019. Services associated with drilled shaft observations included the following between March 20, 2019 and May 15, 2019 and have been invoiced to the TFC on previous invoices:

- Technician Time - \$8,078.50
- Project Management/Administrative Time - \$11,067.50
- Laboratory Services - \$11,803.50
- Vehicle Charges - \$12,503.50

TOTAL \$43,453

Based on drawings provided by JE Dunn with revision date October 1, 2019 showing the permanent anchor distribution, **we estimate additional compensation of a time and materials budget of \$88,358.00 is necessary** in order to replenish the project budget given the addition of **\$42,208** requests that were outside the scope of our original proposal and considering the updated project schedule and drawings provided by JE Dunn earlier this week.

Attachment A provides a breakdown of the tasks, unit prices, and quantities to complete Kleinfelder's scope on the project.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the available information (noted above), the following assumptions apply:

- 11 Panels of shotcrete with 4 core samples each (44 total) and 11 samples of grout with 6 cube samples each (66 total);
- Approximately 150 permanent anchors requiring 3 days production for drilling alignment, drilling and testing; and
- Estimated production rate for the permanent anchors is eight pieces a day.
- Access to the site will be provided by the client.
- Work will be performed during normal business hours, typically between 7AM and 4PM.
- Overtime services will not be required (more than eight hours per day, Saturday, Sunday, holidays, etc.)
- We have not included additional time for re-inspection of deficient work and call-out inspection services in which the element requiring inspection is not ready requiring stand-by or show-up with no work inspection/testing service performed.
- Does not include sampling/testing of reinforcing steel, cement, and aggregates for concrete materials.
- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection or sampling of materials.
- Kleinfelder will not assume Geotechnical Engineer of Record for the project. We can provide these services if requested, upon receiving authorization.
- Does not include testing services for offsite construction including fabrication of structural steel.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Materials testing, and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

This proposal is valid for a period of 45 days from the issue date. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

TERMS OF ENGAGEMENT

These services will be performed in accordance with the existing agreement contract between the TFC and Kleinfelder (TFC Contract No. 18-104-000). We understand the TFC will provide a task authorization as our notice to proceed. Acceptance of the proposal indicates the TFC's review and understanding of the scope of services.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 512.926.6650.

Respectfully submitted,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-16438



Kelly Daniel, PG
Client Account Manager



Jason Reeves, PE
Materials Manager

Attachment:
Table 1



Table 1 - Estimate for Change Order
Texas Facilities Commission
20191621.001A- TFC-Texas Capitol Complex Excavation Phase IC
Estimate of Kleinfelder's Observation & Testing Work to Finalize Excavation

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 Exhibit A-4-1

Activity	Units	Unit price	Expected Total Quantities	Expected Total Amount
<u>Project Manager Engineering & Admin</u>				
Senior Engineer	hour	\$166	60	\$9,960.00
Lab Manager/ Assistant Project Manager	hour	\$79	16	\$1,264.00
Clerical	hour	\$56	90	\$5,040.00
				Subtotal=
				\$16,264.00
<u>Soil / Rock anchor Observations</u>				
Senior Technician	hour	\$79	660	\$52,140.00
Vehicle Charge(per trip)	Trip	\$50	66	\$3,300.00
				Subtotal=
				\$55,440.00
<u>Concrete /Grout Testing</u>				
<u>Lab Testing</u>				
Shotcrete Core Compression Test	Cylinder	\$70	44	\$3,080.00
Shotcrete Sample Coring	Panel	\$400	11	\$4,400.00
Grout Compression Test	Cube	\$31	66	\$2,046.00
<u>Field Testing</u>				
Concrete Services	hour	\$56	44	\$2,464.00
Slump Test	each	\$27	0	\$0.00
Air Content	each	\$29	0	\$0.00
Pick-up charge	hour	\$56	44	\$2,464.00
Vehicle Charge (Per trip)	trip	\$50	44	\$2,200.00
				Subtotal=
				\$16,654.00
				Total estimate
				\$88,358.00

Assumptions : 11 Panels of shotcrete with 4 core samples each (44 total)and 11 samples of grout with 6 cube samples each (66 total);
 Approximately 150 permanent Anchors requiring 3 days production for drilling alignment, drilling and testing.
 We have estimated a production rate for the permanent Anchors of 8 pieces a day.

**** Estimate based on drawings provided by JE Dunn with revision date 10/01/2019 showing the permanent anchors distribution.**

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