

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Amendment No. 1 to Assignment No. 5
Project No. 17-008-8040

**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. 5

This Indefinite Delivery Indefinite Quantity Amendment No. 1 to Assignment No. 5 (hereinafter referred to as “Amendment No. 1 to Assignment No. 5”) 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. 5 dated October 25, 2018, (hereinafter referred to as “Assignment No. 5”); and

WHEREAS, the Parties now desire to amend Assignment No. 5 to provide for Additional Services and Fees;

NOW THEREFORE, the parties hereby agree as follows:

1. The Parties agree to modify Assignment No. 5 by providing for Additional Services to include, but not be limited to: construction materials testing and observation services and review of the Storm Drain “J” Outfall Structure Details plan sheet dated September 26, 2019 and prepared by TFC Contractor, Cobb, Fendley and Associates, Inc, laboratory services, vehicle charges, and services more completely and particularly addressed in PSP’s Proposal No. AUS19P104902 dated December 10, 2019 attached hereto and incorporated herein for all purposes as “Exhibit A-5-1,” 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 Thirteen Thousand Three

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Hundred Two and No/100 Dollars (\$13,302.00), for which purpose that section is deleted in its entirety and replaced with the following:

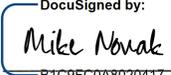
“FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 5 shall not exceed the sum of Thirty-Five Thousand Eight Hundred Thirty-Nine and No/100 Dollars (\$35,839.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable 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.”

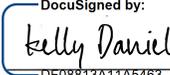
3. Except as amended and supplemented by this Amendment No. 1 to Assignment No. 5, the terms and conditions of the Agreement and of Assignment No. 5 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 5 to Assignment No. 5 to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

KLEINFELDER, INC.

By: 
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By: 
DF08813A11A5463...

Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of execution: 03/10/2020 | 11:01 AM CDT

Date of execution: 03/10/2020 | 8:31 AM PDT

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EXHIBIT A-5-1

**PSP'S IDIQ AMENDMENT NO. 1 TO ASSIGNMENT NO. 5
PROPOSAL NO. AUS19P104902 DATED DECEMBER 10, 2019.**



December 10, 2019
Proposal No.: AUS19P104902

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

**Subject: Construction Materials Testing Proposal
Storm Drain "J" Outfall Structure at Waller Creek
Austin, Texas**

Dear Mr. Hall:

Pursuant to your request via email on December 5, 2019, Kleinfelder is pleased to submit this proposal for construction materials testing and observation services for the referenced project.

PROJECT INFORMATION

Based on our review of the Storm Drain "J" Outfall Structure Details plan sheet prepared by Cobb Fendley and dated September 26, 2019, we understand this project will consist of the construction of a new retaining wall structure for the Waller Creek storm drain outfall. The project is part of the TFC Capitol Complex Utility Relocation package.

SCOPE OF SERVICES

The following information forms the basis of this proposal and our scope of services:

- Storm Drain "J" Outfall Structure Details plan sheet, dated 9/26/19; and
- Our past experiences with projects of similar scopes.

Kleinfelder proposes to provide special inspection and materials testing services during construction of the proposed outfall structure.

The scope of Kleinfelder's services is described below and provides the basis of our preliminary cost estimate. Kleinfelder is committed to providing quality service to you, commensurate with your wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as change in scope, methodology, scheduling and contract terms may result in changes to the risks that you assume, as well as result in an adjustment to our fees. The following tasks outline our proposed scope of services for this project.

Soils Observation and Testing

Kleinfelder will staff the project with a soils inspector to observe and test the soil during excavation and backfilling of the retaining wall structure. During backfill material placement and foundation preparation, we will observe compaction within the foundation footprint; and observation of necessary backfill areas. Our services will include in-situ density testing by nuclear method. Backfill material and compaction effort will need to be observed for appropriate compaction, moisture content, oversized material and debris. Compaction testing will be performed to verify that in-place soil density and moisture content of engineered fills are within the project specifications. Our personnel will sample materials for transportation to our laboratory to provide moisture density relationships (proctors) as needed and described in our fee estimate. If additional testing or engineering oversight is required, Kleinfelder can perform these services after receiving appropriate authorization from you.

Structural Concrete Placement

Our services are anticipated to include periodic and full-time inspection, sampling, and field testing services during the placement of structural concrete and will include: observation and verification of reinforcing steel, concrete testing on slump, air content, temperature, mixing time, and the casting of concrete cylinders for verification of the compressive strength of structural concrete delivered to the site. We will pick up and deliver concrete cylinders to our laboratory for the appropriate testing.

We have not included time for batch plant inspection in this proposal. If it is determined that batch plant inspection services are required during the placement of concrete, we will prepare an addendum to our scope and fee as appropriate to include these costs.

We have assumed the proper submittals of material compliance (including but not limited to reinforcing steel, cement, aggregates and admixtures) will be submitted to eliminate qualification testing by Kleinfelder.

We will utilize multi-disciplined inspectors, to the extent possible, in order to maximize efficiency, minimize the number of inspectors required on site on a particular day, and to control cost.

Project Management, Project Administration

Kleinfelder will provide your project with a project manager to serve as coordinator for our services. Our project manager will review the field and laboratory reports during the assessment and construction phases. Items found in non-compliance with the project requirements will be brought to the immediate attention of the construction manager for delivery to the general contractor's construction superintendent, designated design professionals, and your responsible representative and noted in the deviations log. The project will be managed closely to identify potential budget and schedule impacts during the course of the project. Kleinfelder's project manager will also monitor field operations for possible out-of-scope items that develop during the course of the project that are not included in this proposal and cost estimate.

Upon completion of the project, we will issue a final inspection report to include the following items; reinforcing steel and concrete placement. We will also include soils testing performed at the project site and confirmation that the foundation bottom was firm and unyielding.

It should be noted that our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by Client in writing); or (4) job site safety.

COMPENSATION

While testing is dependent on the construction sequence, weather conditions, the actual testing performed, **we estimate a time and materials budget of \$13,302.00.** Invoicing for this project will reflect the actual quantity of work performed (time and materials) on a portal to portal basis from our Austin office. This amount will not be exceeded without prior approval. The TFC and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

It should be noted that the fees above do not anticipate overtime work on the project. The rates associated with overtime work are 1.5 times the listed hourly rates in the attached Proposed Fee Schedule/Estimate. Overtime for our services is defined as work on the project by a single person in excess of eight hours per day and all time on weekends and/or night shifts. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees in order to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

Our estimate is provided on a time-and-materials basis. It should be noted that our total fees on the project can fluctuate for a variety of unpredicted reasons beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor's team, as well as the contractor's approach and scheduling of construction sequences. Jurisdictional requirements not identified at the outset of the project, or other unpredictable events that develop over the course of the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

ASSUMPTIONS

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

- 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 90 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.

Sincerely,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-16438



Jason A. Reeves, PE
Materials Testing Manager



Kelly Daniel, PG
Senior Project Manager

Attachments:

Proposed Fee Schedule Estimate

		TABLE 1 Special Inspection and Construction Materials Testing Fee Estimate Texas Facilities Commission - Storm Drain "J" Outfall Structure Austin, Texas				
Special Inspection and Construction Materials Testing						
Soils Observation and Testing Services						
	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost	
Technician - Backfill Observation and Testing	20	4	80	\$65.00	\$5,200.00	
Vehicle/Round Trip Charge	20		20	\$50.00	\$1,000.00	
Technician - Sample Pick-up	2	2	4	\$65.00	\$260.00	
	Number of Visits (days)		Total (each)			
Nuclear Soil Density/Moisture Gauge (per day)	20		20	\$79.00	\$1,580.00	
ESTIMATED SUBTOTAL					\$8,040.00	
Soils Laboratory Testing						
	Number of Visits (days)		Total (each)	Rate	Cost	
Standard Proctor, 4" Mold			2	\$249.00	\$498.00	
Atterberg Limits, One Point Method			2	\$79.00	\$158.00	
Sieve Analysis, % Finer than 200 Sieve			2	\$78.00	\$156.00	
Vehicle/Round Trip Charge	2		2	\$50.00	\$100.00	
ESTIMATED SUBTOTAL					\$912.00	
Reinforced Concrete Inspection and Testing Services						
	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost	
Senior Technician - Footing/Wall	2	4	8	\$65.00	\$520.00	
Technician- CLSM	2	4	8	\$65.00	\$520.00	
Technician - Sample Pick-up - Concrete Cylinders	4	2	8	\$65.00	\$520.00	
	Number of trips (trips)					
Vehicle/Round Trip Charge	4		4	\$50.00	\$200.00	
ESTIMATED SUBTOTAL					\$1,760.00	
Reinforced Concrete Laboratory Testing						
	Sets (each)	Cylinders Per Set (each)	Total (each)	Rate	Cost	
Concrete Compression, 4x8 Cylinders	4	5	20	\$25.00	\$500.00	
CLSM Compression, 4x8 Cylinders	2	4	8	\$25.00	\$200.00	
ESTIMATED SUBTOTAL					\$700.00	
Project Management, Administration and Quality Assurance						
	Number of Weeks (weeks)	Hours each week (hours)		Rate	Cost	
Project Manager - Project Management/Review	6	1	6	\$150.00	\$900.00	
Project Controls Professional - Project Controls	6	1	6	\$100.00	\$600.00	
Administrator - Dispatch/Field Coordination/Word Processing/Misc.	6	1	6	\$65.00	\$390.00	
ESTIMATED SUBTOTAL					\$1,890.00	
KLEINFELDER ESTIMATED FEE					\$13,302.00	
Please note: Overtime services not specifically listed above will incur a multiplier of 1.50 times the rate shown and Double time will incur a multiplier of 2.0 times the rate shown.						
Round trip charge includes vehicle and mileage to the project site						