

TFC Contract No. 18-104-000  
Kleinfelder, Inc.  
Amendment No. 2 to Assignment No. 3  
Project No. 18-004-8803

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

**TFC CONTRACT NO. 18-104-000**

**AMENDMENT NO. 2 TO ASSIGNMENT NO. 3**

**This Indefinite Delivery Indefinite Quantity Amendment No. 2 to Assignment No. 3** (hereinafter referred to as “Amendment No. 2 to Assignment No. 3”) 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 as follows:

**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. 3 dated August 23, 2018, (hereinafter referred to as “Assignment No. 3”); and

WHEREAS, on December 30, 2018, pursuant to the terms of the agreement, the Parties entered into Amendment No. 1 to Assignment No. 3 (hereinafter referred to as “Amendment No. 1 to Assignment No. 3”) to extend the Duration of Assignment No. 3; and

WHEREAS, the Parties now desire to amend, as amended, Assignment No. 3 to provide for Additional Services and Fees and to further extend the Duration of Assignment No. 3;

NOW THEREFORE, the parties hereby agree as follows:

1. The Parties agree to modify Assignment No. 3 by providing for Additional Services to include, but not be limited to, an addendum to the geotechnical design study performed and issued report No. 20191799.001A dated March 29, 2019, of the new Toddler Learning Center at the Texas School for the Deaf in Austin, Texas, to address the following issues requested via email on August 29, 2019, by McKinney York Architects which include the following: (i) provide pavement subbase material recommendations for traffic grade concrete pavers to be installed in private buss drop-off lanes; and (ii) to review and comment on proposed revisions to building perimeter drain

recommendations originally provided in our geotechnical study dated March 28, 2019, as more fully described in PSP's Proposal No. AUS19P103795, dated November 11, 2019, "Exhibit A-2-3," attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

2. The Parties hereby agree to modify DURATION OF ASSIGNMENT, by deleting the date, "December 31, 2019," and replacing it with the date "March 31, 2020," so that the paragraph reads in its entirety as follows:

**"DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 3 shall be completed no later than March 31, 2020, unless terminated earlier as provided in Section 3.2 of the Agreement. This 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."

3. The Parties hereby agree to modify FEE FOR BASIC SERVICES to reflect an increase in compensation to be paid to PSP in the amount of Two Thousand and No/100 dollars (\$2,000.00), for which purpose FEE FOR BASIC SERVICES is deleted in its entirety and replaced with the following:

**"FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 3 shall not exceed the sum of Sixteen Thousand Two Hundred and No/100 dollars (\$16,200.00). 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."

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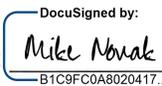
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4. Except as amended and supplemented by this Amendment No. 2 to Assignment No. 3, the terms and conditions of the Agreement and of Assignment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2 to Assignment No. 3 to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**KLEINFELDER, INC.**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
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Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of execution: 12/19/2019 | 1:36 PM CST

Date of execution: 12/19/2019 | 1:29 PM CST

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**EXHIBIT A-2-3**

**PSP'S IDIQ AMENDMENT NO. 2 TO ASSIGNMENT NO. 3  
PROPOSAL NO. AUS19P13795 DATED NOVEMBER 11, 2019.**



November 11, 2019  
Proposal No.: AUS19P103795

Mr. Daniel Yen  
Texas Facilities Commission  
Facilities Design & Construction  
1711 San Jacinto Blvd  
Austin, Texas 78701

**Subject: Proposal for Geotechnical Engineering Study Addendum  
Texas School for the Deaf  
Toddler Learning Center  
Austin, Texas**

Dear Mr. Yen:

Kleinfelder, Inc. ("Kleinfelder") is pleased to present this proposal to Texas Facilities Commission to assist in the geotechnical design aspects for the construction of the new Toddler Learning Center at Texas School for the Deaf. This document includes our proposed scope of service and fee for additional services requested by McKinney York Architects via email on August 29, 2019.

Kleinfelder performed the geotechnical study for the proposed Toddler Learning Center and issued report No. 20191799.001A dated March 28, 2019. Based on this previous study at the site, we are familiar with the area and ready to serve your geotechnical design and construction needs.

## **SCOPE OF SERVICES**

On August 29, 2019, McKinney York Architects requested that Kleinfelder provide an addendum to our geotechnical study to address the following items:

- 1) Provide pavement subbase material recommendations for traffic grade concrete pavers to be installed in private bus drop-off lanes; and
- 2) Review and comment on proposed revisions to building perimeter drain recommendations originally provided in our geotechnical study dated March 28, 2019.

Kleinfelder is committed to providing quality service to its clients, commensurate with their 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 scope, methodology, scheduling, and contract terms may result in changes to the risks assumed by the Client as well as adjustments to our fees.

## COMPENSATION

Kleinfelder proposes to perform the *Scope of Services* for a **fixed fee of \$2,000.00**. An invoice will be issued upon completion of the services. This amount will not be exceeded without prior approval. Texas Facilities Commission and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

## ASSUMPTIONS AND LIMITATIONS

The scope of service included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.

We have assumed that field exploration will not be required for this scope of service. If additional services are requested, then additional fees for field services may apply.

Our service 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.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies will yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. More extensive studies could be performed to reduce these uncertainties. Therefore, no warranty or guarantee, express or implied, will be included in Kleinfelder's scope of service.

This proposal is valid for a period of 45 days from the date of this document unless a longer period is specifically required by the proposal request in which case that time frame will apply. 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

We understand that these services will be performed in accordance with a new agreement between Texas Facilities Commission and Kleinfelder, Inc for this project. We understand that you will provide the subject agreement as our notice to proceed. Acceptance of the proposal indicates Texas Facilities Commission's review and understanding of the scope of services, budget and terms.

## REPORT DISTRIBUTION

The following report distribution will be followed, unless you instruct otherwise.

- Texas Facilities Commission – Mr. Daniel Yen (1 electronic copy)

\* \* \*

## CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions or comments, please contact the undersigned at 512.926.6650.

Respectfully submitted,

### **KLEINFELDER, INC.**

Texas Registered Engineering Firm F-16438



Jason A. Reeves, PE  
Project Manager



Kelly Daniel, PG  
Client Account Manager

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

A. A/E Project Manager:	1. Jason A. Reeves, PE Kleinfelder, Inc. 1826 Kramer Lane, Suite M, Austin, TX. 78758 512-491-4630 JAReves@kleinfelder.com
	2.