

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Assignment No. 6
Project No.: 17-008A-8040

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

TFC CONTRACT NO. 18-104-000

ASSIGNMENT NO. 6

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 6 (hereinafter referred to as “Assignment No. 6” 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 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 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 special inspection and materials testing during construction of the Central Utility Plan, Capitol Complex Project (hereinafter referred to as the “Project”), as more completely and particularly described in “Exhibit A-6,” PSP’s IDIQ Assignment No. 6 Proposal dated November 11, 2019, 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. 6 shall be completed no later than December 31, 2021, 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. 6.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 6.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 6 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. 6 shall not exceed the sum of One Hundred Fifty-Two Thousand Nine Hundred Thirty and No/100 Dollars

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Assignment No. 6
Project No.: 17-008A-8040

(\$152,930.00). 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. 6, 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-6."

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.

[This Space Intentionally Left Blank]

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Assignment No. 6
Project No.: 17-008A-8040

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

KLEINFELDER, INC.

By: DocuSigned by:
Mike Novak, Executive Director
BTC9FCUA8020417...

By: DocuSigned by:
Kelly Daniel, Client Account Manager
DF08813A11A5463...

Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of execution: 01/21/2020 | 6:44 AM CST

Date of execution: 01/20/2020 | 8:56 PM CST

CR GC

mh Dir

m DED

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Assignment No. 6
Project No.: 17-008A-8040

EXHIBIT A-6

PSP'S IDIQ ASSIGNMENT NO. 6 PROPOSAL DATED NOVEMBER 11, 2019



November 11, 2019
Proposal No.: AUS19P103776

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

**Subject: Construction Materials Testing Proposal
Texas Capitol Complex – Central Utility Plant (CUP)
TFC Project: #17-008A-8040
Austin, Texas**

Dear Mr. Hall:

Pursuant to your request via email on October 24, 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 Central Utility Plant (CUP) plans and specifications issued for 100% CD and dated September 26, 2019, we understand this project will consist of the construction of the CUP located at 1601 Colorado Street. The facility will consist of three levels which will house the cooling equipment to support Phase I of the Capitol Complex project.

SCOPE OF SERVICES

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

- CUP project plans prepared by Jacobs Engineering and dated 9/26/2019 (100% CD);
- CUP project specification manuals prepared by Jacobs Engineering and dated 9/26/2019, Volumes 1 and 2 (100% CD); and
- Our past experiences with projects of similar scopes.

Kleinfelder proposes to provide special inspection and materials testing services during construction of the Central Utility Plant.

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 grading of building pad. During utility placement and building pad preparation, we will observe compaction within footing and grade beam bottoms; and observation of necessary utility trench 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.

Drilled Shaft Observation

Kleinfelder will provide a senior technical professional to implement a field monitoring and testing program during drilled pier activities. Excavation observation of the drilled shafts may include:

- Record diameter of drilled shaft
- Record top elevation of the pier (information obtained from project plans and/or existing site grades)
- Record depth to the bearing stratum
- Record penetration depth of the bearing stratum (if applicable)
- Record if casing was used
- Record reinforcing steel cage length, horizontal and vertical bar quantity and size
- Record condition of drilled shaft excavation prior to concrete placement
- Continuous inspection of drilled pier installation to verify proper bearing strata in accordance with plans and Special Inspection Documents.
- Electronic logging of all drilled piers will be utilized to track locations, size, depths, and quick delivery of reports to the appropriate project professionals.
- Concrete placed for the drilled piers will be sampled and tested in accordance with the project plans and specifications.

Structural Concrete Placement and Epoxy Anchor Installation

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/post tension tendons placement, 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 have assumed, our services will include continuous observation and inspection during the installation of epoxy anchors. Our services will include full-time inspection of epoxy anchors involved in critical connections.

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.

Structural Steel & Welding Inspection

Kleinfelder will staff the project with a certified special inspector to provide required inspection and testing services. Our services will include periodic observation and inspection of structural steel and welding/bolting during installation. We have assumed that fabrication of structural steel will be performed in the shop of an approved fabricator; thus, eliminating the need for inspection services by Kleinfelder. Kleinfelder can perform these services on a time-and-materials basis in general accordance with our existing agreement, if requested.

During steel bolting and fit up, our services will include observation of torqueing and tensioning of bolts involved in critical connections. We recommend testing samples of high strength bolts, washers and nut assemblies in our laboratory prior to use on the project. Additional testing fees beyond those factored in this proposal and included in our fee estimate will be incurred if bolt assembly mill certifications are unavailable.

Masonry

Kleinfelder will provide a technical professional for call-out inspections to implement an appropriate periodic testing of grout incorporated into concrete unit masonry to verify conformance with the project specifications. Sizes and locations of reinforcing steel will be verified prior to grout placement. Ambient and grout temperature will be recorded along with slump determination and mix proportions. Masonry grout prisms for compressive strength analysis will be cast at a rate specified in the project specifications.

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. Our project manager will conduct periodic field visits and provide consultation, as needed during the project. 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; drilled shafts excavation, reinforcing steel/post tension tendons, concrete placement, structural steel and welding, and post installed anchors. We will also include soils testing performed at the project site and confirmation that the footing 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 \$152,930.00.** 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 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.

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 - Capitol Complex - Central Utility Plant
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 - Select Backfill Observation and Testing	35	5	175	\$65.00	\$11,375.00
Technician - Utility Backfill Observation and Testing	15	5	75	\$65.00	\$4,875.00
Principal Professional - Geotechnical Engineer site visit, oversight and consultation	3	5	15	\$158.00	\$2,370.00
Vehicle/Round Trip Charge	53		53	\$50.00	\$2,650.00
Technician - Sample Pick-up - Concrete Cylinders	3	4	12	\$65.00	\$780.00
	Number of Visits (days)		Total (each)		
Nuclear Soil Density/Moisture Gauge (per day)	50		50	\$79.00	\$3,950.00
ESTIMATED SUBTOTAL					\$26,000.00

	Number of Visits (days)	Total (each)	Rate	Cost
Soils Laboratory Testing				
Standard Proctor, 4" Mold		6	\$249.00	\$1,494.00
Atterberg Limits, One Point Method		6	\$79.00	\$474.00
Sieve Analysis, % Finer than 200 Sieve		6	\$78.00	\$468.00
Vehicle/Round Trip Charge	3	3	\$50.00	\$150.00
ESTIMATED SUBTOTAL				\$2,586.00

Drilled Pier Inspection and Testing Services

	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Soils/Concrete Technician - Drilled Piers	6	8	48	\$114.00	\$5,472.00
Soils/Concrete Technician - Drilled Piers (Overtime)	6	2	12	\$171.00	\$2,052.00
Technician - Sample Pick-up - Concrete Cylinders	3	4	12	\$65.00	\$780.00
	Number of trips (trips)		Total		
Vehicle/Round Trip Charge	9		9	\$50.00	\$450.00
ESTIMATED SUBTOTAL					\$8,754.00

	Sets	Cylinders Per Set	Total (each)	Rate	Cost
Reinforced Concrete Laboratory Testing					
Concrete Compression, 4x8 Cylinders	12	5	60	\$25.00	\$1,500.00
ESTIMATED SUBTOTAL					\$1,500.00

Reinforced Concrete Inspection and Testing Services

	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Senior Technician - Pier Caps/Grade Beams/SOG	12	8	96	\$65.00	\$6,240.00
Senior Technician - Shear Walls/Retaining Walls	10	8	80	\$65.00	\$5,200.00
Senior Technician - Columns	12	8	96	\$65.00	\$6,240.00
Senior Technician - Elevated Floor Slab	6	8	48	\$65.00	\$3,120.00
Technician - Additional Technician for Large Concrete Placement Event	9	8	72	\$65.00	\$4,680.00
Senior Technician - Miscellaneous Concrete	5	4	20	\$65.00	\$1,300.00
Senior Technician - Epoxy and Expansion Anchors	10	4	40	\$65.00	\$2,600.00
Technician - Sample Pick-up - Concrete Cylinders	25	2	50	\$65.00	\$3,250.00
	Number of trips (trips)		Total		
Vehicle/Round Trip Charge	89		89	\$50.00	\$4,450.00
ESTIMATED SUBTOTAL					\$37,080.00

	Sets (each)	Cylinders Per Set (each)	Total (each)	Rate	Cost
Reinforced Concrete Laboratory Testing					
Concrete Compression, 4x8 Cylinders	100	5	500	\$25.00	\$12,500.00
ESTIMATED SUBTOTAL					\$12,500.00

Structural Steel Inspection and Testing Services

	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Inspector - Structural Steel and Welding Inspection	8	4	32	\$105.00	\$3,360.00
	Number of trips (trips)		Total		
Vehicle/Round Trip Charge	8		8	\$50.00	\$400.00
Ultrasonic Testing Equipment	8		8	\$75.00	\$600.00
ESTIMATED SUBTOTAL					\$4,360.00

Masonry and Brick Veneer Observation and Testing Services

	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Special Inspector - CMU Walls	30	8	240	\$65.00	\$15,600.00
Sample Pick-up - Masonry Elements	10	4	40	\$65.00	\$2,600.00
	Number of trips (trips)		Total		
Vehicle/Round Trip Charge	40		40	\$50.00	\$2,000.00
ESTIMATED SUBTOTAL					\$20,200.00

	Sets	Samples Per Set	Total (each)	Rate	Cost
Masonry Laboratory Testing					
Masonry Prism Compression	20	5	100	\$115.00	\$11,500.00
Masonry Grout Compression	20	5	100	\$31.00	\$3,100.00
ESTIMATED SUBTOTAL					\$14,600.00

Project Management, Administration and Quality Assurance

	Number of Weeks (weeks)	Hours each week (hours)	Total (hours)	Rate	Cost
Project Manager - Project Management/Review	30	2	60	\$150.00	\$9,000.00
Project Controls Professional - Project Controls	30	3	90	\$100.00	\$9,000.00
Administrator - Dispatch/Field Coordination/Word Processing/Misc.	30	3	90	\$65.00	\$5,850.00
Final Inspection Report			1	\$1,500.00	\$1,500.00
ESTIMATED SUBTOTAL					\$25,350.00

KLEINFELDER ESTIMATED FEE **\$152,930.00**

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.
 2, 4, 8 - hour minimum charges apply to all field and shop services.
 Round trip charge includes vehicle and mileage to the project site

TFC Contract No. 18-104-000
Kleinfelder, Inc.
Assignment No. 6
Project No.: 17-008A-8040

EXHIBIT B-6

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**Capitol Complex CUP & Tunnel
#17-008A-8040
Kleinfelder Inc.
LIST OF A/E PROJECT MANAGER
AND
SUBCONTRACTORS**

A. AE Project Manager:	Kelly Daniel Sr. Project Manager 1826 Kramer Lane, Suite M Austin TX 78758 512 491-4627 KDaniel@Kleinfelder.com
B. Subconsultant:	Brad Evans Owner Anchor Testing LLC 11655 Old Lockhart Rd. Creedmoor TX 78610 512-294-4958 bevans@anchorndt.com
C. Subconsultant:	N/A