

TFC Contract No. 18-055-000
Parkhill, Smith & Cooper, Inc.
Assignment No. 5
Project No. 16-012-0442

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
PARKHILL, SMITH & COOPER, INC.**

TFC CONTRACT NO. 18-055-000

ASSIGNMENT NO. 5

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 5

(hereinafter referred to as “Assignment No. 5” 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 Parkhill, Smith & Cooper, Inc., located at 12301-B Riata Trace Parkway, Suite 100, Austin, Texas 78727 (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 providing campus master planning services for the Texas School for the Deaf located at 1102 South Congress Avenue, Austin, Texas 78704 (hereinafter referred to as “TSD”). Services shall include, but are not limited to: (i) update current master plan based on appropriations from the 86th Texas Legislative Session; (ii) review current TSD master plan in comparison with strategic and educational plans; and (iii) review and update time sequencing with phasing images and cost estimates (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-5,” PSP’s IDIQ Assignment No. 5 Proposal dated August 21, 2019, attached hereto and incorporated herein for all purposes and consisting of two (2) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 5 shall be completed no later than December 31, 2019, 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. 5.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 5.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 5 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. 5 shall not exceed the sum of Nineteen Thousand Two Hundred and No/100 Dollars (\$19,200.00). 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.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:

For this Assignment No. 5, 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-5."

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

PARKHILL, SMITH & COOPER, INC.

DocuSigned by:
By: Mike Novak, Executive Director
BTC9FC0A8020417...

DocuSigned by:
By: Jared A. Higgins, PE, CEM, GGP, CPMP, Principal
A2E1492ED9E34B8...

Mike Novak

Jared Higgins, P.E.

Executive Director

Firm Principal

Date of execution: 10/25/2019 | 8:36 AM CDT

Date of execution: 10/25/2019 | 7:59 AM CDT

[Signature] GC

[Signature] Dir

[Signature] DED

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EXHIBIT A-5

PSP'S IDIQ ASSIGNMENT NO. 5 PROPOSAL DATED AUGUST 21, 2019



12301-B Riata Trace Parkway, Suite 100
Austin, Texas 78727
512.676.2100

August 21, 2019

Mr. Daniel Yen, MBA, PMP, CTCM, RID, LEED AP
Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Blvd.
Austin, TX 78701

RE: Proposal for Professional Services for Texas School for the Deaf Campus Master Plan Update

Dear Mr. Yen:

Parkhill, Smith & Cooper, Inc. (PSC) is pleased to have the opportunity to provide Campus Master Planning services to the Texas Facilities Commission (TFC) for the Texas School for the Deaf (TSD). This proposal includes updating the current Campus Master Plan approved in June 2018 to reflect the recent appropriations from the 86th Texas Legislative Session. PSC understands these services will be provided under our Professional Services IDIQ Agreement (TFC Contract: 18-055-000).

Revisit and Update the June 2018 Campus Master Plan

We understand the Scope of Services you require to be:

- Update current master plan based on appropriations of the 86th Texas Legislative Session.
- Review current TSD master plan in comparison with strategic and education plans.
- Review and update time sequencing with phasing images.
- Review and update cost estimates
- Review plan/report updates with TFC and TSD.

Schedule for the services indicated is to be complete by December 31, 2019.

PSC shall provide these services as described in the TFC Professional Architectural/Engineering Services Agreement in accordance with the TFC Architectural/Engineering Guidelines 2018 to the extent relevant and appropriate to the scope of the Campus Master Plan services.

Specifically excluded from our scope of Services, but not limited to, are the following:

- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Building Design for Construction Documents
- Monetization/economic analysis of off-site parking
- Facilitating Stakeholder Meetings

- Project Analysis for Phase II as required by TGC Sec. 2166 Subchapter D.

This proposal assumes that the following studies performed for the previously developed Campus Master Plan are adequate and will not need to be revised:

- Summarization of the history of campus land development, building development, and previous master plans.
- TSD peer building space research and space demand modeling.
- TSD building space utilization and efficiency analysis.
- Pedestrian circulation study and recommendations of the campus and immediately surrounding areas.
- Handicap accessibility study and recommendations as related to buildings of the campus and immediately surrounding areas.
- Traffic study and recommendations of the campus and immediately surrounding areas.
- Campus parking study and recommendations.
- Utility infrastructure study and recommendations.
- Athletic facilities/ground analysis and recommendations.
- Student enrollment and staffing forecast models.
- Community use opportunities.
- Alternative facility financing options and financial sustainability model.
- Long term cost of ownership forecasts.
- Geographic Information Systems (GIS) analysis of the campus land areas, adjacent neighborhood and immediately surrounding traffic.
- Wayfinding analysis and recommendations.
- Topography/land use study and recommendations using existing topographic information.
- Surface drainage analysis and recommendations using existing topographic information.
- Building/site sustainability study and recommendations.
- Landscaping study and recommendations.
- Facility maintainability study and recommendations.
- Facility related safety-security study and recommendations.
- Identify iconic buildings and spaces to be preserved.
- Facility renewal optimization.
- Site development opportunities for education, parking, administration, etc.
- Develop site and building design guidelines.
- Develop guidelines for optimizing facility impact on learning.

Our fees for the services described above will be based on a lump sum amount of \$19,200 and will be billed on a percentage complete method. Expenses are included in this lump sum. Should the Scope of Services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon lump sum amount based on PSC's standard hourly rate schedule.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

PARKHILL, SMITH & COOPER, INC. (A/E)

By Jared A. Higgins
Jared A. Higgins, PE, CEM, CPMP, GGP
Principal

IN DUPLICATE

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EXHIBIT B-5

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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 Exhibit B-5

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

| | |
|---------------------|--|
| A. Project Manager: | Jamie Zavodny Parkhill, Smith, & Cooper, Inc. 12301-B Riata Trace Parkway, Suite 100 Austin, TX 78727 (512) 739-9344 jzavodny@team-psc.com |
| | |
| B. Subcontractors: | None |
| | |
| | 1. _____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email) |