

TFC Contract No. 18-042-000  
Freese and Nichols, Inc.  
Assignment No. 2  
Project No. 20-019-0802

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

**TFC CONTRACT NO. 18-042-000**

**ASSIGNMENT NO. 2**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2** (hereinafter referred to as "Assignment No. 2" 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 Freese and Nichols, Inc. located at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109 (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 a professional architectural and engineering services required for preparing an Economic Impact Statement for the implementation of the Buy America requirements for iron and steel used in construction (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-2," PSP's IDIQ Assignment No. 2 Proposal and Fee Schedule dated September 23, 2019, attached hereto and incorporated herein for all purposes and consisting of five (5) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 2 shall be completed no later than March 31, 2020, 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. 2.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 2 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. 2 shall not exceed the sum of Ninety-Seven Thousand Six Hundred Forty-One and No/100 Dollars (\$97,641.00). No more frequently than once per month, PSP shall submit a Pay Application to

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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. 2, 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-2."

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      FREESE AND NICHOLS, INC.**

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

Mike Novak

Executive Director

DocuSigned by:  
By: Alfred Vidaurri, Vice President  
62D06921BC7A4E8...

Alfred Vidaurri, Jr.

Vice President

Date of execution: 10/28/2019 | 9:21 AM CDT

Date of execution: 10/28/2019 | 9:17 AM CDT

GC GC

Dir Dir

DED DED

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**EXHIBIT A-2**

**PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL AND FEE SCHEDULE DATED  
SEPTEMBER 23, 2019**



Innovative approaches  
Practical results  
Outstanding service

September 23, 2019

Bill Muñoz  
Project Manager  
Facilities Design & Construction  
Texas Facilities Commission  
1711 San Jacinto  
Austin TX 78701

Re: TFC Economic Impact Statement

Dear Mr. Muñoz:

Pursuant to our discussion and your request for proposal on August 5, 2019, and subsequent meeting on August 8, 2019, Freese and Nichols, Inc. (FNI) is pleased to submit this proposal to the Texas Facilities Commission (Client) for providing professional Architectural and Engineering services required for the Economic Impact Statement. Jessica Rodriguez, P.E., will be our project manager for this important project which shall be accomplished under our Professional Services Agreement IDIQ No. 18-042-000.

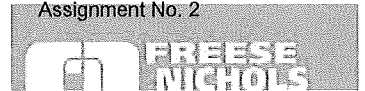
#### SCOPE OF SERVICES

FNI will render professional services listed below.

- Economic Impact Statement Report:
  - FNI will perform Project Management activities associated with preparation of report including coordination, attend up to 3 meetings, and prepare/submit invoices and progress reports as required.
  - FNI's sub, The Perryman Group, will prepare the report as described in the attached proposal.
- Deliverables:
  - Draft report for review and comment by TFC.
  - Final report.

#### SCHEDULE

FNI is authorized to commence work on the Project upon issuance of a Notice to Proceed (NTP) by the TFC following execution of an Agreement for the proposed services. FNI agrees to complete the draft report 4 weeks after NTP and the final report 2 weeks after receipt of TFC's review comments. If FNI services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.



Economic Impact Statement

9/23/19

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### **COMPENSATION**

FNI proposes to furnish professional services as described herein for a lump sum fee of Ninety-Seven Thousand, Six Hundred Forty-One Dollars and No Cents (\$97,641). The breakdown of this fee is attached.

If FNI sees the Scope of Services changing so that additional services are required, FNI will notify the CLIENT for the CLIENT's approval before proceeding. Additional services shall be computed based on effort required for additional tasks.

### **TERMS AND CONDITIONS OF AGREEMENT**

We propose to furnish our services as described herein in accordance with Professional Services Agreement IDIQ No. 18-042-000.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings as an assignment under our Professional Services Agreement IDIQ No. 18-042-000. Please refer to this letter, with attachments, on the face of the Assignment.

Sincerely,

**FREESE AND NICHOLS, INC.**

Vimal Nair, P.E.  
Vice President



Texas Facilities Commission Economic Impact Statement		Project Fee Summary	
		Basic Services	\$ 97,641
		Special Services	\$ -
		Total Project	\$ 97,641

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[illegible]



<p><b>Texas Facilities Commission</b></p> <p><b>Economic Impact Statement</b></p> <p>9/11/2019</p> <p><b>Detailed Cost Breakdown</b></p>	<table border="1"> <tr> <td></td> <td><b>Project Fee Summary</b></td> </tr> <tr> <td>Basic Services</td> <td>97,541</td> </tr> <tr> <td>Special Services</td> <td>-</td> </tr> <tr> <td><b>Total Project</b></td> <td><b>97,541</b></td> </tr> </table>		<b>Project Fee Summary</b>	Basic Services	97,541	Special Services	-	<b>Total Project</b>	<b>97,541</b>
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Special Services	-								
<b>Total Project</b>	<b>97,541</b>								

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## **EXHIBIT B-2**

### **LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**

**LIST OF PSP PROJECT MANAGER  
AND**

**SUBCONTRACTORS**

**(Name, Company Name, Address & Contact Person (Project Manager))**

A. PSP Project Manager:		__ Jessica Rodriguez, PE _____ __ Freese and Nichols, Inc. _____ __ 10431 Morado Circle, Ste. 300, Austin, TX, 78759 __ 512-202-5432 _____ Jessica.Rodriguez@freese.com _____
B. Subcontractors:		
	1.	__ Dr. Ray Perryman _____ (Name) __ The Perryman Group _____ (Company) __ 510 N. Valley Mills Dr., Suite 300, Waco, TX 76710 _____ (Address) __ 254-751-9595 _____ (Work #) ray@perrymangroup.com _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)