

TFC Contract No. 18-039-000
Lockwood, Andrews & Newnam, Inc.
Assignment No. 2
Project No. 18-008-5093

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
LOCKWOOD, ANDREWS & NEWNAM, INC.**

TFC CONTRACT NO. 18-039-000

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 Lockwood, Andrews & Newnam, Inc., located at 8911 North Capital of Texas Highway, Building 2, Suite 2300, Austin, Texas 78759 (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 third-party design review of 100% Construction Documents for multiple floor renovation for the Comptroller of Public Accounts at the Lyndon B. Johnson Building located at 111 East 17th Street, Austin, Texas 78701 (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-2,” PSP’s IDIQ Assignment No. 2 Revised Proposal No. 170-10855-02 dated July 17, 2019 and Revised Fee Proposal, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 2 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. 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 Twenty-Seven Thousand Five Hundred Ninety and No/100 Dollars (\$27,590.00). 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.

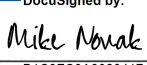
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ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, 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 LOCKWOOD, ANDREWS & NEWNAM, INC.

By: 
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 09/06/2019 | 1:04 PM CDT

By: 
1B2535BD6CD04E7...

Joseph H. Waterfield

Vice President

Date of execution: 09/06/2019 | 10:14 AM CDT

 GC

 Dir

 DED

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EXHIBIT A-2

**PSP'S IDIQ ASSIGNMENT NO. 2 REVISED PROPOSAL NO. 170-10855-002 DATED
JULY 17, 2019 AND REVISED FEE PROPOSAL**



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

July 17, 2019

Mr. Daniel Yen
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto
Austin, Texas 78711

Contr. No.: IDIQ 18-039-000
TFC Project No.: 18-008-5093
Project: CPA LBJ Multiple Floor Renovation
LAN No.: 170-10855-002

RE: Revised proposal for Professional Engineering Services to provide third party design review

Dear Mr. Yen:

Lockwood, Andrews & Newnam, Inc. (LAN) is pleased to provide the following revised proposal for professional engineering services associated with the project mentioned above. Based on our recent telephone discussion held May 22nd and the information provided through subsequent email on July 17th, LAN's proposal is based on the following scope of work outlined below. LAN will require seven (7) working days to perform each review. In addition, we kindly request at least two (2) weeks notification prior to each review to ensure the availability of the same review team throughout the project.

SCOPE OF SERVICES

- Perform 3rd Party Design Review at each design stage (100% CD) for architectural, mechanical, Electrical, Plumbing and Fire Protection disciplines.
- Review will be limited only to review for coordination and potential inaccuracy in terms of drawing references, etc., not to review the effectiveness of the design solution and offer alternative solutions.
- Provide a Report of Findings for design review
- Provide Excel spreadsheet of comments for the review and upload to TFC project site

DELIVERABLES

- LAN will provide electronic and hard copies of the report of findings of the review.

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Exhibit A-2

Assignment No. 2

John Sealy Damage Assessment
January 11, 2017
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ASSUMPTIONS

- No drawings are required.
- TFC will provide the necessary documents (drawings, specifications etc.) for review
- TFC will provide design submittal schedule and advanced notification of any changes during the project.
- TFC will provide the time for design review meetings and advanced notification of any changes during the project.
- No review or coordination of elevators or stairways is required.
- No reviews or site inspections required during construction.
- No review of demolition drawings or specifications required.
- LAN is not required to attend the review meeting.
- LAN will review only the 100% CD submittal.

COMPENSATION

To conduct the scope of work outlined above, we propose the following total fee of **\$27,340.00** plus expenses which we expect not to exceed **\$250.00**.

SCHEDULE

LAN will complete and submit each report within 7 workdays following receipt of documents for review for each design submittal. Project duration is anticipated to be 90 days.

This proposal shall become a contractual agreement between the parties effective on the date accepted. Thank you for this opportunity to serve you. Please feel free to contact me if you have any questions.

Sincerely,
LOCKWOOD, ANDREWS & NEWNAM, INC.



Ted E. Armstrong, RA, AIA
Senior Associate, Facilities Program Manager – Central Region

cc: File

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Exhibit A-2

Assignment No. 2

TFC Project No. 18-008-5093

LAN PN 170-10855-002

CPA LBJ MultipleFloor Renovation
Revised Fee Proposal

Discipline	Hourly Rate	Project Management	Drawings	Specifications	Meetings	Total
Project Manager	\$208.78	8				\$1,670.24
Senior Plumb Engr.	\$195.93		20	4		\$4,702.32
Senior Mech. Engr.	\$195.93		20	4		\$4,702.32
Senior Elect. Engr.	\$195.93		26	3		\$5,681.97
Senior Architect	\$171.84		32	4		\$6,186.24
Senior FP Engr.	\$195.93		18	3		\$4,114.53
Admin. / Clerical	\$70.66	4				\$282.64
Total		12	116	18	0	\$27,340.26

TOTAL REQUEST ROUNDED**\$27,340.00**

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Exhibit A-2

Assignment No. 2

EXHIBIT A

HOURLY RATE SCHEDULE FOR BILLING

Principal	\$250.00
Quality Manager	\$205.57
Project Manager	\$208.78
Senior Engineer	\$195.93
Project Engineer	\$160.60
Design Engineer	\$134.90
Engineer-in-Training	\$112.42
Senior Engineer Tech	\$108.41
Engineer Tech	\$91.54
Junior Engineer Tech	\$85.92
Senior Architect	\$171.84
Project Architect (Architect III)	\$139.72
Design Architect (Architect II)	\$114.35
Intern Architect (Architect I)	\$86.72
Senior Structural Engineer	\$208.14
Project Structural Engineer	\$175.05
Senior CADD Operator	\$96.36
CADD Operator	\$84.96
Junior CADD Operator	\$73.07
Senior Construction Inspector	\$156.59
Admin / Clerical	\$70.66

These rates are valid for term of this Agreement.

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EXHIBIT B-2

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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Exhibit B-2

Assignment No. 2

LAN PN 170-10855-002

Project No. 18-008-5093

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

A. PSP Project Manager:		<u>Ted Armstrong</u> (Name) <u>Lockwood, Andrews, & Newnam Inc.</u> (Company) <u>8911 N. Capital of Tx. Hwy.</u> (Address) <u>Bldg. 2, suite 2300</u> <u>Austin, Texas 78759</u> <u>737-207-0976</u> (Cell #) <u>TEArmstrong@lan-inc.com</u> (Email)
		<u>Hal Lynch</u> (Name) <u>Lockwood, Andrews, & Newnam Inc.</u> (Company) <u>8911 N. Capital of Tx. Hwy.</u> (Address) <u>Bldg. 2, suite 2300</u> <u>Austin, Texas 78759</u> <u>830-214-4334</u> (Cell #) <u>HELynch@lan-inc.com</u> (Email)
B. Subcontractors:		
	1.	____ (Name) ____ (Company) ____ (Address) ____ (Cell #) ____ (Email)
	2.	____ (Name) ____ (Company) ____ (Address) ____ (Cell #) ____ (Email)
	3.	____ (Name) ____ (Company) ____ (Address) ____ (Cell #) ____ (Email)
	4.	____ (Name) ____ (Company) ____ (Address) ____ (Cell #) ____ (Email)