

TFC Contract No. 18-119-000  
Kleinfelder, Inc.  
Amendment No. 1 to Assignment No. 1  
Project No. 17-008A-8040

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

**TFC CONTRACT NO. 18-119-000**

**AMENDMENT NO. 1 TO ASSIGNMENT NO. 1**

**This Indefinite Delivery Indefinite Quantity Amendment No. 1 to Assignment No. 1** (hereinafter referred to as “Amendment No. 1 to Assignment No. 1”) 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.

**RECITALS.**

**WHEREAS**, the Parties entered into that one certain Indefinite Delivery Indefinite Quantity Professional Services Agreement, TFC Contract No. 18-119-000 and dated October 25, 2017, (hereinafter referred to as the “Agreement”); and

**WHEREAS**, pursuant to the terms of the Agreement, the Parties entered into Assignment No. 1, dated March 12, 2019 (hereinafter referred to as “Assignment No. 1”); and

**WHEREAS**, the Parties now desire to amend Assignment No. 1 to include Additional Services and corresponding fees;

**NOW THEREFORE**, the Parties hereby agree as follows:

1. The Parties hereby agree to modify DESCRIPTION OF PROJECT to include Additional Services: (i) asbestos and lead-based paint consulting services for Package 3 Capitol Complex Central Utility Plant, as more specifically set forth in Proposal No. DFW19P92906, dated, April 26, 2019, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.
2. The parties hereby agree to modify FEE FOR BASIC SERVICES to reflect an increase of Seven Thousand Five Hundred and No/Hundredths Dollars (\$7,500.00), for which purpose FEE FOR BASIC SERVICES is deleted in its entirety and replaced with the following:

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“FEE FOR BASIC SERVICES: The fee for the services set forth in this Assignment No. 1 shall not exceed Twenty-Two Thousand Two Hundred Fifty and No/Hundredths Dollars (\$22,250.00). 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 (Maximum Reimbursable Expenses) of the Agreement.”

3. Except as amended and supplemented by this Amendment No. 1 to Assignment No. 1, the terms and conditions of the Agreement and of Assignment No. 1 shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 1 to Assignment No. 1 to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**KLEINFELDER, INC.**

By:   
B1C9FC0A8020417...

By:   
DF08813A11A5463...

Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of execution: 05/15/2019 | 6:36 AM CDT

Date of execution: 05/13/2019 | 7:35 PM CDT

 GC

 Dir

 DED

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**EXHIBIT A-1-1**

**PSP'S IDIQ AMENDMENT NO. 1 TO ASSIGNMENT NO. 1  
PROPOSAL NO. DFW19P92906**



April 26, 2019  
Proposal No: DFW19P92906

F. Keith Hall AIA, LEED AP, CTCM  
Sr. Project Manager  
Texas Facilities Commission  
Facilities Design & Construction  
1711 San Jacinto Blvd.  
Austin, TX 78701  
P: 512-463-7690

**Subject: Asbestos/Lead Based Paint Consulting Services  
Stephen F. Austin Building - Basement  
1700 Congress Avenue  
Austin, Texas 78701**

Dear Mr. Hall:

Based on information provided by the Texas Facilities Commission (TFC, Client), Kleinfelder understands that renovations are scheduled for the Stephen F. Austin building basement and asbestos and lead based paint consulting services are required. The proposed investigation will be limited to the materials and areas that are marked with red tape by JE Dunn Construction personnel. The materials include but are not limited to the following:

- Chilled Water (CHW) and Circulating Water (CW) pumps in the lower basement;
- Old Exhaust Fan located in the upper basement just south of the new outside air duct;
- Exterior louver for the above described exhaust fan;
- Insulation on the CHW pipe in the tunnel (Abandoned eight-inch lines in the tunnel itself); and
- Any additional items that might be marked with red tape in the Basement.

In order to provide the Client with the safest and most cost-effective renovation process, Kleinfelder, through its subconsultant (Baer Engineering), proposes to perform the asbestos and lead based paint consulting services necessary to comply with applicable federal, state, and local regulations.

Kleinfelder is committed to providing quality service to our 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, we will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling and contract terms may result in changes to the risks assumed by you, as well as adjustments to our fees.

## SCOPE OF SERVICES

### Task 1 – Asbestos Investigation

The Texas Asbestos Health Protection Rules (TAHPR) requires that asbestos-containing materials (ACMs) be identified, and abated, prior to activities that could potentially disturb them. Baer Engineering, on behalf of Kleinfelder, will perform the ACM sampling in accordance with the TAHPR. The TAHPR detail specific requirements for materials sampling, laboratory analysis, and survey documentation. A designated Asbestos Inspector (AI), licensed by the Texas Department of State Health Services (DSHS), will conduct the ACM investigation.

The samples will be submitted to a DSHS-licensed laboratory to be analyzed for the presence of asbestos using Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). Normal turnaround time (TAT) for analysis will be requested which is 3-5 working days. Expedited TAT can be requested for an additional charge by the laboratory. A proposal for expedited analysis fees can be submitted upon request.

Upon receipt of the final analytical reports, a written report documenting the investigation findings will be submitted. The general format of the report will present background information, purpose and scope, procedures, findings, and recommendations. The report will include the following information:

- A list of homogeneous materials sampled for asbestos and the sample locations;
- A list of material samples obtained with identification of samples that were found to contain asbestos;
- Quantity estimates of each homogeneous area of ACM identified and the estimated cost to abate those materials; and
- Photographs of each homogenous material found to contain asbestos.

### Task 2 – Lead Containing Paint Investigation (LCP)

The Texas Environmental Lead Reduction Rules (TELRR) and Housing and Urban Development (HUD) Chapter 5 and Chapter 7 Guidelines detail specific requirements for material sampling, laboratory analysis, and survey documentation of Target Housing and a Child-occupied Facility. The TELRR and HUD Guidelines do not apply to the subject area included in this proposed scope of work because these areas do not qualify as Target Housing or as a Child-occupied Facility. There is no regulatory requirement that a LCP investigation be performed for permitting purposes. However, the Occupational Safety and Health Administration (OSHA) regulations require that contractor personnel be notified of the presence of Lead-Containing Paint (LCP) prior to activities that could expose them to lead. This requirement can be satisfied by assuming that LCP is present, and notifying the contractor, in writing. The chosen contractor should be Environmental Protection Agency (EPA) "Lead Safe" certified which requires that their workers be trained in LCP handling and are supplied with the proper Personal Protective Equipment (PPE).

Should you decide to proceed with this LCP investigation, applicable guidance from the TELRR and HUD Guidelines will be observed, but the testing will be tailored to meet the needs of the project while providing a more cost-efficient method than that which would be required by strict adherence with the TELRR and HUD Guidelines.

An experienced DSHS-certified Lead Inspector will perform testing activities on interior painted surfaces not previously tested using an X-ray fluorescence (XRF) analyzer. The TELRR and HUD Guidelines define lead-based paint (LBP) as having an XRF reading of greater than or equal to 1.0 milligram per square centimeter (1.0 mg/cm<sup>2</sup>). Because the OSHA requires protection of workers from lead-containing dust, XRF readings will be recorded of detectable lead with concentrations less than 1.0 mg/cm<sup>2</sup>, so that appropriate PPE may be used during lead remediation or demolition.

A report, documenting the lead testing and subsequent findings will be prepared. The general format of the report will present background information, purpose and scope of the investigation, investigation procedures, and investigation findings. The report will include the following:

- List of testing combinations;
- List of testing combinations with identification of those determined to contain lead;
- Quantity estimates of testing combinations that were determined to be lead-containing;
- Photographs of identified lead-containing materials; and
- XRF instrument specifications and testing results.

Quantities for discrete areas will not be provided. Following industry standard, the quantity of lead paint will be the total of quantities from testing combinations with a detectable concentration of lead when tested with the XRF.

#### **COMPENSATION**

Kleinfelder proposes to complete the Task 1 (Asbestos Investigation) and Task 2 (Lead Containing Paint Investigation) work on a Time & Materials basis for an estimated not-to-exceed cost of **\$7,500.00**. Additional costs might be incurred if the assumptions presented earlier are not correct. In the event that additional costs and services are required, Kleinfelder will notify the Client immediately and prepare an estimate of the additional cost. Kleinfelder will not exceed the authorized amount until approval from Client has been received.

This proposal is valid for a period of 60 days from the date of this proposal, unless a longer period is specifically required. The Client would need to notify us of this in writing and Kleinfelder would need to accept the longer period.

#### **ANTICIPATED SCHEDULE**

Many factors can affect the schedule such as access and weather, however, Kleinfelder anticipates that the investigations can be completed on the proposed schedule set by the client. The draft project closeout documents will be submitted with 15 days of completion of field work completion.

#### **ASSUMPTIONS/LIMITATIONS**

The following assumptions were made in preparing this proposal:

- Existing conditions inside the building will be observed using generally accepted procedures. Concealed materials existing inside walls and other building cavities as well as behind interior and exterior finishes or under large furniture, floor coverings, wall coverings, pavements, or the like, may not be detected if there are no visible indications that such materials are present. An attempt to locate hidden materials based upon the inspector's professional judgment of where such materials may likely exist will be made; however, please be aware that it may not be possible to identify all concealed materials. Additional sampling may be necessary if renovations uncover concealed suspect materials.

- Damage will be incurred to accomplish the materials sampling. We will attempt to minimize such damage, but repair of said damage is not included in our proposal
- The Client will provide or arrange timely access to all areas of the site to complete the scope of work described herein.
- The proposed activities will be conducted during normal business hours, Monday through Friday. Time delays or stop work orders associated with after hour work such as noise ordinance violations are beyond the scope and may incur additional fees.
- If additional services are requested or become warranted based on preliminary findings, Kleinfelder will contact the Client to discuss these conditions and obtain written approval prior to incurring additional costs.
- The findings and opinions of the proposed scope of services will not be scientific certainties, but opinions based on our professional judgment concerning the significance of the data gathered during the course of the project.
- If the Client does not provide Project Site information and data necessary for the completion of the proposed services, such limitations will be noted in the project design and in the final report. Kleinfelder will not be responsible for any omissions or inaccuracies of any sort that arise because of the Client's failure or inability to provide Site information or data. Any such limitations may result in issues that may not satisfy the requirements of lenders or governmental agencies. Kleinfelder makes no warranties or representations, express or implied, beyond those in this Proposal and Letter Agreement and the final report.

Acceptance of this proposal will indicate that you have reviewed the scope of services contained herein and determined that you do not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a higher fee.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if conditions at your project sites present a potential safety concern to our employees. Unsafe conditions for fieldwork may require a modification of our estimated scope of services and associated budget estimate. We will advise you of the additional fee necessary to mitigate these unsafe conditions, if applicable.

The scope of services described herein is not intended to be inclusive, to identify all potential concerns, or to eliminate the possibility of environmental problems. Within current technology, no level of assessment can show conclusively that a property or its structures are completely free of hazardous substances. Therefore, Kleinfelder cannot offer a certification that the properties are clear of environmental liability.

During the course of the performance of Kleinfelder's services, hazardous materials may be discovered. The Client will be solely responsible for notifying all governmental agencies, and the public at large, of the existence, release, treatment, or disposal of any hazardous materials observed at the project sites, either before or during performance of Kleinfelder's services.

#### **AUTHORIZATION**

This proposal is valid for a period of 60 days from the date of this proposal.

We appreciate your interest in our service and look forward to working with you on this project. Please contact the undersigned at 512.491.4627 if you have any questions or comments.

Sincerely,

**KLEINFELDER, INC.**  
Texas Registered Engineering Firm F-16438



Mike McCraw, PG, CAPM  
Staff Geologist



Kelly Daniel, PG  
Client Account Manager

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**EXHIBIT B-1-1**

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

TFC Contract No. 18-119-000  
 Kleinfelder, Inc.  
 Assignment No. 2  
 Project No. 16-018A-8001  
 Exhibit B-2

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

|                                |           |   |
|--------------------------------|-----------|---|
| <p>A. PSP Project Manager:</p> |           | <p>_____ Kelly Daniel _____ (Name)<br/>                 _____ Kleinfelder _____ (Company)<br/>                 1826 Kramer Ln, Suite M, Austin, TX 78758 (Address)<br/>                 _____ 512-773-7553 _____ (Cell #)<br/>                 _____ <a href="mailto:KDaniel@kleinfelder.com">KDaniel@kleinfelder.com</a> _____ (Email)</p>   |
| <p>B. Subcontractors:</p>      |           | <p>_____ Ahmad Nasser _____ (Name)<br/>                 _____ Baer Engineering and Environmental<br/>                 Consulting, Inc. _____ (Company)<br/>                 _____ 7756 Northcross Drive, Ste. 211<br/>                 Austin, TX 78757 _____ (Address)<br/>                 _____ (512) 453-3733 _____ (Cell #)<br/>                 _____ anasser@baereng.com _____ (Email)</p> |
|                                | <p>1.</p> | <p>_____ (Name)<br/>                 _____ (Company)<br/>                 _____ (Address)<br/>                 _____ (Cell #)<br/>                 _____ (Email)</p>  |
|                                | <p>2.</p> | <p>_____ (Name)<br/>                 _____ (Company)<br/>                 _____ (Address)<br/>                 _____ (Cell #)<br/>                 _____ (Email)</p>  |
|                                | <p>3.</p> | <p>_____ (Name)<br/>                 _____ (Company)<br/>                 _____ (Address)<br/>                 _____ (Cell #)<br/>                 _____ (Email)</p>  |