

TFC Contract No. 18-119-000
Kleinfelder, Inc.
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

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1 (hereinafter referred to as "Assignment No. 1" 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 site monitoring air monitoring for Package 3, Capitol Complex Project Central Utility Plant, removal of the existing chilled and hot water transite pipes that are in conflict with the installation of the truss foundations (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal No. DWF19P90742R1 revised date, February 5, 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. 1 shall be completed no later than December 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. 1.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 1.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 1 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. 1 shall not exceed the sum of Fourteen Thousand Seven Hundred Fifty and No/100 Dollars (\$14,750.00). 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. 1, 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-1."

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.

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.

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TEXAS FACILITIES COMMISSION

KLEINFELDER, INC.

By: DocuSigned by:
Mike Novak
B1C9FC0A8020417...

By: Kelly Daniel

Mike Novak

Kelly Daniel

Executive Director

Client Account Manager

Date of execution: 03/12/2019 | 1:05 PM CDT

Date of execution: 3/12/19

NRG GC

mk Dir

DED

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EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL NO. DFW19P90742R1



February 5, 2019
Revision No. 1 Dated: February 14, 2019
Proposal No: DFW19P90742R1

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 Abatement Consulting Services
Stephen F. Austin Building - Chilled Waterline Upgrade
1700 Congress Avenue
Austin, Texas 78701**

Dear Mr. Hall:

Based on information provided by the Texas Facilities Commission (TFC, Client) on January 24, 2019, Kleinfelder understands that renovations and removal of the transite hot and cold-water lines are scheduled. The TFC plans to demolish and remove approximately 40 linear feet of transite pipe at the east TRUSS abutment and approximately 40 linear feet at the west TRUSS abutment located at the Stephen F. Austin Central Plant.

In order to provide the Client with the safest and most cost-effective renovation and remodel process, Kleinfelder, through its subconsultant (Baer Engineering), proposes to perform the asbestos abatement consulting services necessary to comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

This assessment is intended to provide oversight and monitoring of the scheduled hot and cold water transite pipe abatement activities. It is our understanding that the asbestos-containing materials (ACMs) are not located within a Public or Industrial Building, as defined in the Texas Asbestos Health Protection Rules (TAHPR), and as such, the abatement activities are regulated by the National Emission Standards for Hazardous Air Pollutants (NESHAP). NESHAP does not require abatement design or air monitoring; however, the client is requiring that upwind and downwind air samples be collected to measure fugitive emissions during the abatement activities. Further discussion of the scope of services can be found below.

Task 1 – Asbestos On-Site Project Monitoring/Air Monitoring

It is our understanding the project will require approximately 30 hours (during 3 days) of project monitoring. Monitoring time is based on the contractor's estimated construction period for abatement activities from February 28th to March 2nd, 2019. Kleinfelder will provide a Baer Engineering Air Monitoring Technician/Asbestos Project Manager (AMT/APM), licensed by the Texas Department of State Health Services (TDSHS), to provide full time and on-site representation for the duration of the abatement activities. The AMT/APM will be experienced in work observation and air monitoring during asbestos abatement projects.

We will observe contractor work practices for compliance with the applicable regulations for the type of abatement activity being conducted. In the event we observe abatement activities that are noncompliant, we will notify the abatement contractor and your representative promptly. During abatement activities, we will periodically collect air samples upwind and downwind of the abatement activities to monitor fugitive emissions.

Air samples collected during abatement activities will be analyzed on site by phase contrast microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method Number 7400. This method of sample collection and analysis estimates the concentration of all airborne fibers of a specific size and configuration, not necessarily just asbestos fibers. Results of PCM air sample analysis will be provided within 24 hours. No clearance sampling is required because the abatement activities are outdoors.

Kleinfelder's subconsultant will perform the environmental air testing for the owner, as required by the contract documents. The abatement contractor will be responsible for personnel air monitoring, required to comply with the Occupational Safety and Health Administration (OSHA) for the health and safety of asbestos abatement workers.

Task 2 – Management and Reporting

During the duration of the project, Kleinfelder will manage the subcontractor and schedule on behalf of the client as well as to monitor scope and progress in accordance with NESHAP. Additionally, at the completion of the project, Kleinfelder's subconsultant will issue a project summary report detailing the following:

- Overall project description;
- Asbestos abatement details;
- Air monitoring results and work practice observations; and
- Waste documentation

The summary report will serve as part of the owner's permanent documentation of the abatement process. We will submit the completed report to the client within 15 days of project completion.

Task 3 – Contingency Items

Per a conversation with the client on February 5, 2019, an additional budgeted task will be developed for unforeseen items or tasks such as testing of the waterproofing on the LBJ 8" chilled water piping that may arise during the project. The scope of this task will remain open to account for these items and will only be utilized upon approval from the client.

COMPENSATION

Kleinfelder proposes to complete the Task 1 (Asbestos On-Site Project Monitoring/Air Monitoring) work on a Time & Materials basis at a rate of \$190/hour for an estimated not-to-exceed cost of **\$5,700.00 (Task 1)**. Task 2 (Management and Reporting) will be conducted on lump sum not-to-exceed cost of **\$4,050.00 (Task 2)**. Task 3 (Contingency Items) will be conducted as a not-to-exceed fee of **\$5,000.00 (Task 3)**. In summary, the total fee for both Task 1 and Task 2 will be completed on a not-to exceed **Total Fee of \$14,750.00**. 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. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

ANTICIPATED SCHEDULE

Many factors can affect the schedule such as access and weather, however, Kleinfelder anticipates that the oversight and monitoring 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

The following assumptions were made in preparing this proposal:

- This proposal does not include factors beyond the control of Kleinfelder such as weather delays, acts of God, vandalism, unauthorized access, access restrictions, or permit delays.
- The Client will provide or arrange timely access to all areas of the site to complete the scope of work described herein.
- It is assumed by Kleinfelder that the abatement contractor (not contracted with or through Kleinfelder) has filed the appropriate 10-day asbestos notification with the state.
- 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 identification or addressing of potential indoor or outdoor air quality factors that are not included in this proposal and are outside the Scope of Service of this contract.
- 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.
- Abatement will not require longer than 3 ten-hour days. If more time is needed, we will require a change order. Hours in excess of 10 per day, or nights and weekends, will be billed at the hourly rate (\$190/hour) times 1.5. Normal business hours are considered Monday-Friday, 7:00 a.m. – 6:00 p.m., excluding holidays.

AUTHORIZATION

This proposal may be accepted by signing in the space provided below and returning it to Kleinfelder via email to Kelly Daniel (kdaniel@kleinfelder.com).

LIMITATIONS

Kleinfelder offers a range of services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help better understand and manage the degree of risk. Since more detailed services involve greater expense, our clients should participate in determining the level of service that provides adequate information for their purposes at acceptable levels of risk. 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.

Kleinfelder will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. This agreement neither makes nor intends a warranty or guarantee, express or implied, nor does it create a fiduciary responsibility to our client by Kleinfelder.

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 here 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. Kleinfelder will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project sites, or from the discovery of such hazardous materials.

TFC IDIQ Contract No. 18-119-000

Assignment No. 1 - Exhibit A-1

Kleinfelders subconsultant, Baer Engineering, is a TDSHS-licensed asbestos laboratory and participates in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program. Baer Engineering is licensed to perform air sample analysis by phase contrast microscopy (PCM) in accordance with NIOSH Method Number 7400. This method of sample collection and analysis estimates the concentration of all airborne fibers of a specific size and configuration, not necessarily just asbestos fibers. Baer Engineering does not participate in the AIHA Asbestos Analyst Registry (AAR) program.

This proposal is valid for a period of 60 days from the date of this proposal. This proposal was prepared specifically for the Texas Facilities Commission and may not be provided to others without Kleinfelder's express permission.

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

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

TFC Contract No. 18-119-000
Assignment No. 1
Exhibit B-1
Capitol Complex CUP – Project No. 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:	N/A
C. Subconsultant:	N/A