INDEFINITE DELIVERY INDEFINITE QUANTITY PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TEXAS FACILITIES COMMISSION AND AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC.

TFC CONTRACT NO. 18-096-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTIY ASSIGNMENT NO. 1 (hereinafter referred to as the "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 AMEC Foster Wheeler Environment and Infrastructure, Inc. located at 3755 South Capital of Texas Highway, Suite 375, Austin, Texas 78704, (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 to revise and complete asbestos abatement specifications and provide monitoring services during abatement at the John H. Winters Building Complex, located at 701 West 51st Street, Austin, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated October 4, 2017, attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than August 31, 2018, 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.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 1 shall not exceed Twenty Six Thousand Nine Hundred Ninety Six and 00/100 Dollars ($26,996.00). No more

frequently than once per month, 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.

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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.

TEXAS FACILITIES COMMISSION

By: _____

Kay Molina

General Counsel

Date of execution: 11/14/17

G.C.

MW Dir.

D.E.D.

AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC.

By: Leonard A. Gilbert
LEONARD A. GILBERT

FOR Christopher D. Miele, CIH, CSP, REHS

Office Manager SENIOR SCIENTIST

Date of execution: 13 NOVEMBER 2017

TFC CONTRACT NO. 18-096-000

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED OCTOBER 4, 2017

amec foster wheeler

October 4, 2017

Hossein (Jason) Nezamabadi, Architect
Project Manager
Facilities Design & Construction Division
Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, Texas 78701

Re: Proposal for Professional Services for Asbestos Abatement Monitoring
John H. Winters Building (JHW)
Data Center Subfloor Piping (108, 122, and 136), Rooftop AHU's, and Various Interior Areas
701 West 51st Street, Austin, Texas
Amec Foster Wheeler Project Number 491516AU10.02
TFC IDIQ Contract Number 303-7-01597

Dear Mr. Nezamabadi:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) appreciates the opportunity to present our proposal to the Texas Facilities Commission (TFC). This proposal is to provide asbestos abatement monitoring services related to the removal of asbestos-containing materials at the John H. Winters (JHW) Data Centers 108, 122 and 136, Rooftop Air Handler Units (AHU), Rooms 176 and 178, Hallway outside of Room 161, 1st Floor east connecting hallway, Basement Room B05, and the Janitor's closets on the 2nd floor of the South Tower and on floors 2 through 6 of the East Tower in Austin, Texas. The work will be performed under the terms and conditions set forth in the Texas Facilities Commission (TFC) Indefinite Delivery Indefinite Quantity (IDIQ) Contract Number 303-7-01597 and this proposal.

Amec Foster Wheeler previously performed a limited survey of the areas to be disturbed during the upcoming renovation work at the JHW Building. The results of our survey indicated that white pipe mastic on fiberglass insulation on chill water piping, condensate lines, and domestic water lines is an asbestos-containing material. The scope of work for this abatement project includes abatement of pipe runs (condensate lines and water lines) located under raised flooring within the Data Centers 108, 122, and 136, and of chill water and domestic pipe runs within the rooftop AHUs up to the pipe chase. The resilient floor tile and/or underlying mastic are assumed to contain asbestos in the other areas to be abated.

Scope of Work

Work is expected to be accomplished over a twenty-four (24) day work period utilizing glovebag and/or full containment techniques and RFCI removal methods when applicable. During abatement, we will have a Texas licensed asbestos project manager on-site at all times the abatement contractor is performing removal operations in order to observe and document on-site conditions as required by state law. Our on-site licensed project manager will collect ambient air samples during abatement for in-house analysis utilizing phase contrast microscopy techniques and provide visual clearance after completion of the removal.

Close-out documentation submitted to TFC will include a written report detailing the scope of work, materials abated, conditions observed, procedures used, air sample results, identification of certified abatement and monitoring personnel, and documentation of waste disposal.

3755 S Capital of Texas Highway
Suite 375
Austin, Texas 78704
512 795 0360
amecfw.com

Fee Information

Preliminary Project Schedule

Notification to DSHS requires a ten (10) working day period before any disturbance of ACMs may occur. TFC will be responsible for payment of required notification fees to the DSHS. Based on our preliminary estimate, the type and quantity of material anticipated for removal, and the availability and efficiency of the abatement contractor, asbestos abatement is expected to take up to twenty-four (24) 12-hour work days utilizing glovebag and/or full containment techniques and RFCI removal methods when applicable. After completion of abatement, we estimate it will take two (2) business weeks (10 business days) to complete the collection of contractor submittals and final submission of the abatement report.

Fees

Amec Foster Wheeler will perform the proposed services for a fixed fee not to exceed price of **$26,996.00**. Estimated costs for abatement oversight and monitoring services are also provided in the attached spread sheet entitled: Estimated Fees - Asbestos Consulting Services for Abatement, John H. Winters (JHW) Building, Data Centers 108, 122, and 136, Rooftop AHU's, and Various Interiors.

On-site asbestos abatement time is dependent on the availability and efficiency of the abatement contractor; if additional monitoring services are required, Amec Foster Wheeler will inform TFC and submit a supplemental proposal. Amec Foster Wheeler will not perform additional services without prior written authorization from TFC.

Amec Foster Wheeler looks forward to working with you on this project. Please contact us should you have any questions concerning these services or require adjustments to our approach or schedule.

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Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.

Clynt Grimm
Senior Scientist
Texas Licensed Asbestos Consultant No. 10-5680

Leonard A. Gilbert, CIH
Senior Scientist
Texas Licensed Asbestos Consultant No. 10-5007

Attachment: Estimated Fees – Additional Services-Asbestos Abatement Consulting Services, John H. Winters Building Data Centers 108, 122, and 136, Rooftop AHU's, and Various Interiors

Estimated Fees - Additional Services - Asbestos Abatement Consulting Services
John H. Winters Building, Data Centers 108, 122, and 136, Rooftop AHU's, and Various Interiors

Task Number	PROPOSED COST ESTIMATE (TIME AND MATERIALS)				
	TASK/ITEM	QUANTITY	RATE		AMOUNT
	DESCRIPTION		UNIT COST	UNITS	
1	Project Management (Includes Report and Specs)				
	Project Manager	20	$ 89.00	hr	$1,780.00
	Subtotal Task 1				$1,780.00
2	Laboratory Analysis				
	Laboratory Fees (PCM) - Asbestos	132	$ 3.00	each	$396.00
	Subtotal Task 2				$396.00
3	Contractor Walk-Through and Onsite Monitoring				
	Asbestos Project Manager/Air Monitoring Technician	292	$ 85.00	hr	$24,820.00
	Subtotal Task 3				$24,820.00
	TOTAL				$26,996.00

TFC CONTRACT NO. 18-096-000

EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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

A. Project Manager:		Clynt Grimm (Amec Foster Wheeler) (Name) 3755 S. Capital of Texas Hwy, Suite 375 Austin, TX 78704 512.517.1650 (Cell #) clynt.grimm@amec.com (Email)
B. Subcontractors:		None
	1.	(Name) (Address) (Cell #) (Email)
	2.	(Name) (Address) (Cell #) (Email)
	3.	(Name) (Address) (Cell #) (Email)
	4.	(Name) (Address) (Cell #) (Email)
	5.	(Name) (Address) (Cell #) (Email)
	6	(Name) (Address) (Cell #) (Email)