

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
DELTA-T COMMISSIONING DBA DELTA-T LTD.**

TFC CONTRACT NO. 18-109-000

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 Delta-T Commissioning dba Delta-T Ltd., located at 7901 Cameron Road, Building 2, Suite 319, Austin, Texas 78754 (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 furnishing the necessary tools, instruments, and technicians to perform Associated Air Balance Council ("AABC") certified HVAC testing, adjusting and balancing for the William P Hobby Tower I Building located at 300 Guadalupe Street, Austin, Texas (hereinafter referred to as the "Project"), as further described in "Exhibit A-1," PSP's Proposal dated June 26, 2018, attached hereto and incorporated herein for all purposes and consisting of two (2) 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.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 1 shall not exceed the sum of Two Hundred Forty-Five Thousand Four Hundred Fifty-Three and No/100 Dollars (\$245,453.00). 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.

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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

DELTA-T, LTD.

By: *John S. Raff* FOR

By: *Paul All Easum*

John S. Raff

Print Name: PAUL ALLAN EASUM

Interim Executive Director

Print Title: GENERAL PARTNER

Date of execution: 9/19/2018

Date of execution: 9-18-18

NA G.C.

NA Dir.

NA D.E.D.

TFC Contract No. 18-109-000
Delta-T Commissioning dba Delta-T Ltd
Assignment No. 1
Project No.: 16-010-5880

EXHIBIT A-1

PSP'S PROPOSAL DATED June 26, 2018



DELTA-T Ltd.



CERTIFIED TESTING AND BALANCING OF AIR & HYDRONIC SYSTEMS

PROPOSAL

June 26, 2018

To: Texas Facilities Commission
 Attention: Lissi Riedel, PMP, CCM, CTCM, LEED AP
 Senior Project Manager
 Email: Lissi.Riedel@tfc.state.tx.us

RE: HVAC Testing, Adjusting & Balancing
 JOB NAME: Hobby Building Tower 1 Pre-TAB & FINAL TAB
 LOCATION: Austin, Texas

We propose to furnish the necessary tools, instruments and technicians to perform the AABC certified HVAC Final HVAC Testing, Adjusting and Balancing, on the above referenced project as shown on the contract drawings dated 1-10-2018. All tests shall be performed in accordance with the Associated Air Balance Council National Standards.

THE ABOVE SERVICES SHALL BE PERFORMED FOR THE SUM OF:

Pre-TAB Floors 1 thru 13

WRITTEN AMOUNT: **One Hundred Twenty Thousand Nine Hundred Fifty-Three Dollars**
\$120,953.00

FINAL TAB Floor 1 thru 13

WRITTEN AMOUNT: **One Hundred Twenty-Four Thousand Five Hundred Dollars -**
\$124,500.00

TOTAL PRE-TAB AND FINAL TAB

WRITTEN AMOUNT: **Two Hundred Forty-Five Thousand Four Hundred Fifty-Three**
Dollars - \$245,453.00

Scope of Work Pre-TAB

(Proposal includes Hobby Tower 1 - 367 VAV's on drawings, Allowance for 30 VAV's not shown on the drawings, 445 Sensors to be located, dusting of area after ceiling tile removal, 6 copies of the Final TAB Report typed and 6 CD copies of the Final TAB Report in a searchable PDF format.)

Scope of Work Final TAB

(Final TAB Proposal includes Hobby Tower 1 - 367 VAV's on drawings, Allowance for 30 VAV's not shown on the drawings, 73 Fans, 80 Duct Heaters, 11 Fire Dampers, 550 Sensor Calibrations, DDC Controls Testing, 6 copies of the Final TAB Report typed and 6 CD copies of the Final TAB Report in a searchable PDF format.)

7901 Cameron Road, Bldg. 2 Suite 319 Austin, TX 78754 512-590-1051



DELTA-T Ltd.



CERTIFIED TESTING AND BALANCING OF AIR & HYDRONIC SYSTEMS

1. Proposal does not include replacing any damaged ceiling tiles.
2. Proposal includes an allowance of \$4547.00 for deficiency retesting any failed devices discovered after final installation which will be billed at the hourly rate of \$88 dollars for straight time work and \$121.5 an hour for overtime retesting. Allowance may also be used for additional devices discovered during final testing providing all deficiency checking has been completed.
3. Pre-TAB does not include any existing fans, electric heaters, fire dampers, motorized dampers.
4. Add or Deduct \$268.00 per VAV device found or not discovered during Pre-TAB and Final TAB testing. Final billing will reflect any changes discovered during Pre-TAB and Final TAB.

If there are any questions concerning this proposal, please contact me.

Delta-T Ltd.

Paul A. Easum
Member Delta-T Operations Management
General Partner Delta-T Ltd

TFC Contract No. 18-109-000
Delta-T Commissioning dba Delta-T Ltd
Assignment No. 1
Project No.: 16-010-5880

EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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

A. A/E Project Manager:			Jeff Keene, TBE, CxA, LEED AP (Name) 7901 Cameron Road, Suite 319 (Address) 512-595-9266 (Cell #) Jeff@deltatltd.com (Email)
Test and Balance Technician	1.	Isaac Cotherman, Sr. TAB Technician (Name) 7901 Cameron Road, Suite 319 (Address) 512-595-9266 (Cell #) Jeff@deltatltd.com	
Test and Balance Technician	2.	Robert Oaks, E.I.T, TAB Technician (Name) 7901 Cameron Road, Suite 319 (Address) 512-595-9266 (Cell #) Jeff@deltatltd.com	
TAB Technician Assistant	3.	Will Parker, Technician Assistant (Name) 7901 Cameron Road, Suite 319 (Address) 512-595-9266 (Cell #) Jeff@deltatltd.com	
	4.	To be determined	
B. Subcontractors:			
	1.	NONE	
	2.	(Name)	(Address)
		(Cell #)	(Email)
	3.	(Name)	(Address)
		(Cell #)	(Email)
	4.	(Name)	(Address)