

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
ENERGY TESTING & BALANCE, INC.**

**TFC CONTRACT NO. 18-110-000**

**ASSIGNMENT NO. 1**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY 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 Energy Testing & Balance, Inc. located at 2306 RR 520 N., Austin, Texas 78734 (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 providing testing and balancing of the heating, ventilation and air conditioning system services the Texas School for the Blind and Visually Impaired, located at 1100 West 45<sup>th</sup> Street, Austin, Texas, 78756. Services shall include, but are not limited to (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated January 26, 2018, 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 June 30, 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. 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-Two Thousand Nine Hundred Eighty and No/100 Dollars (\$22,980.00). 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**

**ENERGY TESTING & BALANCE, INC.**

By: HSRH

By: [Signature]

John S. Raff

Sonny Vidovic

Interim Executive Director

President

Date of execution: 2/28/18

Date of execution: 02. 22. 2018.

NRG G.C.

TDH Dir.

M D.E.D.



January 26, 2018

Proposal #: R-1220

Lissi Riedel, PMP, CCM, CTCM, LEED AP  
 Senior Project Manager  
 Texas Facilities Commission  
 Facilities Design & Construction  
 1711 San Jacinto Blvd, Austin, TX 78701

Contract: IDIQ #18-110-000 and RFQ# 303-7-01633 Professional Test, Adjust & Balance

Project: Texas School for the Blind and Visually Impaired, Austin, Texas,  
 2015 Deferred Maintenance, Main Package

Ms Riedel,

We are pleased to submit our proposal for professional services of testing and balancing of the heating, ventilating and air conditioning systems serving the above installation, per the terms of our contract IDIQ #18-110-000. Our services are based on project drawings, specifications and the following HVAC equipment. Our pricing assumes that services will be performed during normal business hours.

<u>Equipment</u>	<u>Hrs</u>		
a. 29 New AHU's	30.0		
b. 1 Existing AHU	1.5		
c. 30 OA Duct traverses	15.0		
d. 210 SA Diffusers	42.0		
e. 61 RA grills	6.0		
f. Temp/Press test	4.0		
g. T&B report	<u>16.0</u>		
	114.5		
Project Engineer	114.5	\$115.00	\$13,167.50
Project Tech	98.5	\$ 85.00	\$ 8,372.50
Principal/PM	11.0	\$130.00	\$ 1,430.00

**Total base T&B Base Price for our services: \$ 22,970.00**

Thank you for giving us opportunity to work with you. If we may be of any further assistance, please do not hesitate to contact our office at any time.

Sincerely,

**Sonny Vidovic, M.Sc., P.E. CxA**  
**President**

2306 RR 620 N  
 Austin, TX 78734

O: 512-266-2424  
 C: 512-751-2221

**EXHIBIT A****Service Provider's Schedule of Billing Rates****ET&B Proposed Staff****Principal: - Sonny Vidovic, PE****Billable Rate: \$130.00/HR****Duties:**

- Consult with the Owner regarding any issues that impact the Building Mechanical systems
- Act as a liaison between Owner, Architect and Contractor
- Review mechanical drawings and specifications for balance-ability during DD and CD reviews and provide commentary
- Review submittals for specification and performance compliance and provide responses
- Review Controls sequences and strategies and provide recommendations and comments
- Participate in project meetings as requested
- Perform site visits
- Perform factory equipment tests for critical equipment
- Supervise and lead field team work
- Develop and implement TAB processes
- Provide training and mentoring to field personnel
- Assist in troubleshooting issues
- Review and approve all test adjust and balance testing, results and reporting.
- Develop or Review integrated testing procedures
- Provide support to Cx Process

**Project Engineer –****Billable Rate: \$115.00/HR****Duties:**

- Assist Principal in review of mechanical drawings and specifications during CD reviews for balance ability
- Assist Principal in review of submittals for specification and performance compliance
- Must understand how each buildings HVAC system operates
- Perform site inspections
- Test sample terminal units and equipment at the job site and in ET&B lab for quality and performance
- Perform Sound and Vibration testing & Analysis
- Assist Principal in AHU leakage testing on the job site
- Prepare Project Take offs
- Responsible for On-site HVAC system and equipment Testing, Data Collection & Analysis utilizing technical instruments
- Responsible for creating, submitting & follow-up on open punch lists
- Responsible for preparation of final project reports
- Manage project Test, Adjust and Balance process
- Develop and execute integrated testing procedures
- Provide Support to the Cx process

**Tab Technician –**

**Billable Rate: \$85.00/HR**

**Duties:**

- Test sample terminal units and equipment at the job site and in ET&B lab for quality and performance
- Perform Sound and Vibration testing
- Assist in AHU leakage testing on the job site
- Prepare Project Take offs
- Assist Project Engineer in On-site HVAC system and equipment Testing & Data Collection utilizing technical instruments
- Assist Principal in review of submittals for specification compliance
- Provide Support to the Cx process

**Our DSE multiplier is 2.96**

**TFC CONTRACT NO. 18-110-000**

**EXHIBIT A-1**

**ENERGY TESTING & BALANCE, INC.**

**PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED JANUARY 26, 2018**

**TFC CONTRACT NO. 18-110-000**

**EXHIBIT B-1**

**ENERGY TESTING & BALANCE, INC.**

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

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

A. PSP Project Manager:		Sonny Vidovic, P.E. Energy Testing & Balance, Inc. 2306 RR 620 N, Austin, TX 787374 512-751-2221 sonny@energytesting.com
B. Subcontractors:		N/A
1.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
2.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
3.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
4.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)