

TFC Contract No. 18-111-000  
Engineered Air Balance Company, Inc.  
Assignment No. 3  
Project No. 20-010-5402  
RFQ No. 303-7-01633

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
ENGINEERED AIR BALANCE COMPANY, INC.**

**TFC CONTRACT NO. 18-111-000**

**ASSIGNMENT NO. 3**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 3** (hereinafter referred to as “Assignment No. 3” 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 Engineered Air Balance Company, Inc. located at 12961 Park Central, Suite 1390, San Antonio, Texas 78216 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow.

**DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as construction phase TAB services for deferred maintenance in connection with variable air volume boxes on floors 1-3 of the Brown Heatly Building located at 4900 Lamar Boulevard, Austin, Texas (hereinafter referred to as the “Project”), as further described in Exhibit A-3, Proposal No. 3200313-1-3 dated September 10, 2020, 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. 3 shall be completed no later than August 31, 2021, 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. 3.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 3.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 3 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. 3 shall not exceed the sum of Fifty-Three Thousand, Seven Hundred Ninety and No/100 Dollars (\$53,790.00). 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. 3, 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-3.

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.

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This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**ENGINEERED AIR BALANCE  
COMPANY, INC.**

DocuSigned by:  
By: Mike Novak, Executive Director  
07CF7E0353204CB...

DocuSigned by:  
By: Daryl M. Norris, Branch Manager, EAB  
4936C9E3876047F...

Mike Novak

Daryl M. Norris

Executive Director

Branch Manager

Date of execution: 09/17/2020 | 3:42 PM CDT

Date of execution: 09/17/2020 | 3:29 PM CDT

PM JFPM

GC SEHGL

Dir MW

DED JR

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**EXHIBIT A-3**

**Proposal No. 3200313-1-3 dated September 10, 2020**

**PORTIONS OF THIS PROPOSAL  
ARE MARKED CONFIDENTIAL**

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**EXHIBIT B-3**

**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:		Daryl Norris _____ (Name) Engineered Air Balance _____ (Company) 4400 Piedras Drive South Suite 150 _____ (Address) 210-736-9494 _____ (Cell #) dnorris@eabcoinc.com _____ (Email)
B. Subcontractors:		
	1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)