

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HUITT-ZOLLARS, INC.**

TFC CONTRACT NO. 18-038-000

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 Huitt-Zollars, Inc. located at 3701 Executive Center Drive, Suite 101, Austin, Texas 78731 (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 a Preliminary Phase assessment of the boiler and elevator replacement at the State Finance Building, located at 2601 North Lamar Boulevard, Austin, Texas. Services shall include, but are not to: (i) verification of existing conditions; (ii) development of conceptual plans for boiler and elevator replacement; (iii) research code issues; and (iv) prepare and submit an assessment report documenting the recommended plan with estimates of construction cost and duration (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated February 5, 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 March 15, 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 Eight Thousand Five Hundred Ten and No/100 Dollars (\$8,510.00). 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

HUITT-ZOLLARS, INC.

By: JSRH

By: Gregory R. Wise

John S. Raff

Print Name: Gregory R. Wise

Interim Executive Director

Print Title: Senior Vice President

Date of execution: 3.5.18

Date of execution: March 2, 2018

NRG G.C.

SMW Dir.

M D.E.D.

TFC Contract No. 18-038-000
Huit-Zollars, Inc.
Assignment No. 1
Project No.: 18-022-2501

TFC CONTRACT NO. 18-038-000

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED FEBRUARY 5, 2018



HUITT-ZOLLARS, INC. 3701 Executive Center Dr. Suite 101 Austin, TX 78731 • 512.231.1119 phone • 512.231.1129 fax • huitt-zollars.com

February 5, 2018

Dorothy Spearman
Senior Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, TX 78701

Reference: IDIQ Professional Services Agreement, TFC Contract No. 18-038-000

Subject: Replacement of the Boiler, Elevator and Elevator Equipment in the Texas Department of Banking (TDOB) Building located at 2601 N. Lamar Boulevard in Austin, Texas

Dear Ms. Spearman:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional services to the Texas Facilities Commission (Client) for work associated with subject Project. Our proposal is based upon the following scope of services, compensation and schedule and the terms and conditions in Huitt-Zollars' contract with Texas Facilities Commission No. 18-038-000 dated September 1, 2017.

Project Purpose

Based upon an initial site visit to the project area, the elevator has been inoperable for over one week. In addition, both the boiler and elevator have exceeded their serviceable life expectancies and replacement parts are readily available. Furthermore, the elevator equipment is located in a chain link partitioned area directly adjacent to the boiler. Finally, Client will provide Huitt-Zollars, Inc. with a previously prepared design concept to replace the boiler.

SCOPE OF SERVICES:

1.0 Basic Services:

1.1 PRELIMINARY PHASE - Huitt-Zollars shall:

- 1.1.1 Conduct an inspection of the project area to review and verify existing conditions.
- 1.1.2 Develop a conceptual plan to replace the boiler, elevator and elevator equipment while addressing any code issues.
- 1.1.3 Prepare a report documenting the recommended conceptual plan with associated construction costs and durations.

1.2 CONSTRUCTION DOCUMENT PHASE - Huitt-Zollars shall:

- 1.2.1 Conduct a kickoff meeting with Client and members of TDOB.
- 1.2.2 Coordinate with the City of Austin as required
- 1.2.3 Prepare construction documents (plans, specifications and opinion of probable construction cost) that set forth the requirements for improvements and establish the level of quality for construction of the Project.
- 1.2.4 Furnish to the Client one (1) electronic copy of drawings and specifications at 50% and 90% completion for Client's review and comments.
- 1.2.5 Assist the Client in connection with filing documents required for the approval of governmental authorities having jurisdiction over the project.
- 1.2.6 Furnish to the Client one (1) reproducible copy and an electronic copy of approved plans and project manual (front end documents and technical specifications).

Ms. Dorothy Spearman
February 5, 2018
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- 1.3 BIDDING PHASE - After acceptance by Client of the Construction Documents, Huitt-Zollars shall:
 - 1.3.1 Attend pre-Bid conference
 - 1.3.2 Issue Addenda as appropriate to clarify the Bidding documents.

- 1.4 CONSTRUCTION PHASE - Upon successful completion of the Bidding Phase, Huitt-Zollars shall:
 - 1.4.1 Participate in Pre-Construction Conference.
 - 1.4.2 Huitt-Zollars shall review Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit. Huitt-Zollars' review is for the limited purpose of checking for general conformance with design concepts and the information shown in the Construction Documents. Huitt-Zollars' review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Huitt-Zollars' review shall be conducted with reasonable promptness while allowing sufficient time in Huitt-Zollars' judgment to permit adequate review. Review of a specific item shall not indicate that Huitt-Zollars has reviewed the entire assembly of which the item is a component. Huitt-Zollars shall not be responsible for any deviation from the Construction Documents not brought to the attention of Huitt-Zollars by the Contractor. Huitt-Zollars shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
 - 1.4.3 Make periodic observations of the work in progress (as distinguished from providing a full-time Project Representative) and provide reports to the Client. During these site visits, Huitt-Zollars will endeavor to protect the Client against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts nor assume responsibility for construction means, methods, techniques, sequences, procedures, or for safety precautions or programs in connection with the construction work. Huitt-Zollars shall not be responsible for the acts or omissions of the Contractor, or any subcontractor's agents or employees, or any other persons performing any of the work.
 - 1.4.4 Provide consultation and advice to the Client during construction.
 - 1.4.5 Recommend Change Orders to Client, as appropriate, and prepare Change Orders as required.
 - 1.4.6 Based on observations of construction progress at the site and on a review of the Contractor's Payment Request, Huitt-Zollars shall make recommendations to the Client relative to progress payments. Huitt-Zollars shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the contract sum.
 - 1.4.7 Receive and review maintenance and operating instructions, schedules and guarantees and transmit these documents to Client.
 - 1.4.8 Make a Substantial Completion Inspection and a Final inspection of the completed Project with the Client or designated representative.
 - 1.4.9 Upon completion of the project work, Huitt-Zollars, Inc. shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up "as-built" drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which Huitt-Zollars shall assume will be reliable, Huitt-Zollars, Inc. cannot and does not warrant their accuracy.

- 2.0 Additional Services:
 - 2.1 Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Client, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually

Ms. Dorothy Spearman
February 5, 2018
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agreed upon and authorized separately by the Client in writing, shall be completed in accordance with our contract. Such additional services may include:

- 2.1.1 As-Built Survey
- 2.1.2 Providing a full-time Project Representative during construction to provide further consultation and advice to the Client
- 2.1.3 Assistance to the Client as expert witness in any litigation, and special technical assistance to prepare for litigation
- 2.1.4 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- 2.1.5 Providing services made necessary by the default of the Construction Contractor, or by major defects or deficiencies in the Work of the Construction Contractor, or by failure of performance of Construction Contractor under the Contract for Construction
- 2.1.6 Any other service not otherwise included in the Basic Services

3.0 Client Provided Services:

- 3.1 Client shall provide Huitt-Zollars with the following:
 - 3.1.1 Any available drawings and other applicable information

COMPENSATION:

1.0 Fee

- 1.1 Our estimated budget for the completion of the basic services is:

1.1.1	Preliminary Phase	\$ 8,510.00 (lump sum)
1.1.2	50% Construction Document Phase	\$ 17,380.00 (lump sum)
1.1.3	90% Construction Document Phase	\$ 19,810.00 (lump sum)
1.1.4	Bidding Phase	\$ 3,420.00 (lump sum)
1.1.5	Construction Phase	\$ 6,900.00 (lump sum)
	Total	\$ 56,020.00

SCHEDULE:

Our schedule for completion of the Preliminary Phase is ten (10) working days from receipt of written authorization from the Client. We anticipate completion of the construction documents within thirty (30) working days from notice to proceed.

AUTHORIZATION:

Should our proposal meet with your approval and acceptance, please return an authorization for our execution. If you have any questions, please call.

Respectfully submitted,
HUITT-ZOLLARS, INC.



Gregory R. Wine, P.E., LEED AP
Senior Vice President
TX PE No. 73646

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 1
Project No.: 18-022-2501

TFC CONTRACT NO. 18-038-000

EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**TFC CONTRACT NO. 18-038-000
 ASSIGNMENT NO. 1
 EXHIBIT B-1**

HUITT-ZOLLARS

**LIST OF PSP PROJECT MANAGER
 AND
 SUBCONTRACTORS**

(Name, Company Name, Address & Contact Person (Project Manager))

A. PSP Project Manager:		Gregory R. Wine, PE, LEED AP (Name) Huitt-Zollars, Inc. (Company) 3701 Executive Center Drive, Suite 101 Austin, TX 78731 713-515-6340 (Cell #) gwine@huitt-zollars.com (Email)
B. Subcontractors:		None
	1.	_____ _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)