

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 3
Project No.: 18-005-6099

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

TFC CONTRACT NO. 18-038-000

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 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 providing professional engineering design and construction services as recommended by a building assessment and study done to meet and maintain strict environmental requirements set forth by NIST 143 standard for Phase II of the TDA Metrology Lab Project in Giddings, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-3," PSP's IDIQ Assignment No. 3 Proposal dated October 19, 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. 3 shall be completed no later than March 3, 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. 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.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 3 shall not exceed the sum of One Hundred Forty-Seven Thousand and No/100 Dollars (\$147,000.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 3
Project No.: 18-005-6099

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.

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TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 3
Project No.: 18-005-6099

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

HUITT-ZOLLARS, INC.

DocuSigned by:
Mike Novak
By: B1C9FC0A8020417...

DocuSigned by:
Gregory R. Wine
By: 445468523C41446...

Mike Novak

Print Name: Gregory R. Wine

Executive Director

Print Title: Senior Vice President

Date of execution: 11/21/2018 | 6:21 AM CST

Date of execution: 11/20/2018 | 7:25 PM CST

NRL G.C.

MH Dir.

M D.E.D.

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 3
Project No.: 18-005-6099

EXHIBIT A-3

PSP'S IDIQ ASSIGNMENT NO. 3 PROPOSAL DATED OCTOBER 19, 2018

10/19/2018

Prince Chavis, MBA, P.E., PMP, CTCM
Project Manager
Facilities Design & Construction
Texas Facilities Commission

Reference: TFC – TDA Giddings Metrology Lab
Proposal for Professional Engineering Services – Phase II - Design

Dear Mr. Chavis:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional engineering services to the Texas Facilities Commission (Client) on the TDA Metrology Lab Phase II (Project) in Giddings, Texas. Our proposal is based upon the scope of services, compensation, and schedule herein. The terms and conditions are per Contract No.18-091-000 dated September 20, 2017.

The Project involves designing improvements to the building to meet and maintain strict environmental requirements set forth by NIST 143 standard, as recommended in our Phase I TDA Giddings Metrology Lab Summary Assessment Report

SCOPE OF SERVICES:

1.0 Basic Services:

1.1 Design

- 1.1.1 Provide engineering design services to replace the existing heating, ventilation and air conditioning systems within the building. Provide architectural design services to improve the envelope of the building. This will ensure that the strict environmental requirements of NIST 143 are maintained.
- 1.1.2 Deliverable: Design documents sufficient for bidding, regulatory approval, and construction in the form of drawings and specifications and other documents required by TFC's A/E guidelines. These will be delivered at the following milestone intervals: 100% DD, 65% CD, 95% CD and 100% CD.
- 1.1.3 After each submittal a design review meeting will take place with the design team and the TDA/TFC. These meetings will take place via phone unless an in-person meeting is deemed appropriate.

1.2 Bidding

- 1.2.1 Huitt-Zollars, Inc. will assist the contractor/TFC/TDA with the bidding and award phase. Huitt-Zollars, Inc. will respond to General Contractor per-bid RFIs and provide bid-tabulation analysis. Value Engineering and substitution requests during the bidding and construction administration phases are not included as part of basic services but can be provided as additional services if requested.

1.3 Construction Administration

- 1.3.1 Huitt-Zollars, Inc. will provide Construction Administration (CA) Phase services. Basic CA services will include field observations / site visits. Huitt-Zollars will respond to contractor RFIs and review required shop drawings and product data. Shop Drawings and product data

submittals will be limited to two (2) reviews per submittal. The General Contractor will be responsible for the scheduling and documentation of all construction phase meetings and generating and providing the Design Team with the substantial completion punch list for review and comment. The Design Team will provide a Substantial and Final Completion Inspection report utilizing the punch list(s) provided by the General Contractor. Additional inspections or punch list reviews are not included but can be provided as additional services if requested. Extension or delay of the Construction Phase schedule beyond the initial estimate will be subject to additional services.

1.4 Record Drawings

1.4.1 Upon completion of the project work and if authorized separately, Huitt-Zollars, Inc. (HZ) shall compile for and deliver to the Owner 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 HZ shall assume will be reliable, Huitt-Zollars, Inc. cannot and does not warrant their accuracy.

1.5 Optional Additional Basic Services

1.5.1 Additional design fee for potential future additions to the scope of work as agreed upon by both parties.

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 agreed upon and authorized separately by the Client in writing, shall be completed with an approved contract modification. Such additional services may include:

2.1.1 Fees associated with Agency Reviews, Tax Certificates, Private Utility Information, Permitting and/or Inspections

2.1.2 Any other service not otherwise included in the Basic Services

3.0 Excluded Services:

Huitt-Zollars, Inc. shall not be required to furnish any legal or accounting advice or service, nor is the training of operating personnel included in this Agreement. Material and equipment operating tests and other special consulting services including, but not limited to, asbestos, hazardous and toxic materials management are not included within this Agreement. A commercial testing laboratory will be engaged by the Client during construction for materials testing services and will invoice the Client directly for its services.

Huitt-Zollars, Inc. will not make any changes to interior lighting. Light fixtures that are required to be removed for installation of HVAC equipment will be retained and reinstalled.

4.0 Client Provided Services:

4.1 Client shall provide Huitt-Zollars with the following:

4.1.1 Access to the site.

COMPENSATION:

1.0 Fee

1.1 Our fee for the Basic Services is **\$132,000⁰⁰** (lump sum) .

1.2 Optional Additional Basic Services **\$15,000. ⁰⁰** (lump sum).

1.3 We anticipate no reimbursables for the project. They have been included in the basic services fee.

PROJECT SCHEDULE

Huitt-Zollars anticipates a design phase duration of approximately 120 days after Notice to Proceed is issued. A detailed schedule is included as an attachment.

PROJECT STAFFING

Principal-in-Charge	Greg Wine, P.E., LEED AP, Senior Vice President
Project Manager/QC/Main Point of Contact	Joshua J. Roehm, P.E., LEED AP, Vice President
Deputy Project Manager	Shawn Moehring, P.E.

Thank you for the opportunity to submit on this project. If you have any questions, please do not hesitate to call me at (817) 374-3082.

Sincerely,
HUITT-ZOLLARS, INC.

Joshua J. Roehm, P.E., LEED AP, PMP
Vice President

Attachments:

TDA Giddings Metrology Lab Summary Assessment Report
Exhibit F – AE Professional Services Schedule
Exhibit G – List of AE Project Manager and Subcontractors
HUB Subcontracting Plan

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 3
Project No.: 18-005-6099

EXHIBIT B-3

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

TFC Contract No. 18-038-000
 Huitt-Zollars, Inc.
 Assignment No. 3
 Project No.: 18-005-6099
 Exhibit B-3

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

A. A/E Project Manager:		Josh Roehm, P.E. (Name) 500 W. 7 th Street, Suite 300 (Address) Fort Worth, TX 76102 817-374-3082 (Cell #) jroehm@huitt-zollars.com (Email)
B. Subcontractors:		
	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)