

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

TFC CONTRACT NO. 18-104-000

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 Kleinfelder, Inc. located at 1826 Kramer Lane, Suite M, Austin, Texas 78758 (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 conducting construction materials testing for water intrusion and remediation at the John H. Winters Complex located at 701 West 51st Street, Austin, Texas. Services shall include, but are not limited to: (i) obtain and perform laboratory moisture/density relations and soil classifications tests, plastic limit and percent finer than no. 200 sieve analysis for each subgrade soil type and imported select fill; (ii) perform in-place nuclear gauge density and moisture of compacted subgrade and select fill; and (iii) perform testing during placement of four inch (4") concrete slabs beneath precast paver areas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated December 6, 2017, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than December 31, 2018, 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 Nine Thousand Four Hundred Thirty Six and No/100 Dollars (\$9,436.00). 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

KLEINFELDER, INC.

By: [Signature]

By: R. S. Wright

Kay Molina

~~Bill Welsch~~ Robert S. Wright, Jr., PE

General Counsel

Area Manager Senior Engineer

Date of execution: 1/9/18

Date of execution: 1-8-18

NRW G.C.

mw Dir.

M D.E.D.

TFC CONTRACT NO. 18-104-000

EXHIBIT A-1

KLEINFELDER, INC.

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED DECEMBER 6, 2017



December 6, 2017
Proposal No.: LOCALMKT.WEOH

Mr. Jason Nezamabadi, AIA
Senior Project Manager
Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Blvd.
Austin, Texas 78701

Subject: Construction Materials Testing Proposal
John H. Winters Building – 701 W. 51st Street – Austin, Texas
Water Intrusion & Remediation – TFC Project: #15-025-4115

Dear Mr. Nezamabadi:

Pursuant to your request, Kleinfelder is pleased to submit this proposal for construction materials testing and observation services for the referenced project.

PROJECT INFORMATION

Based on our review of the 100% project plan sheets provided to us, dated 9-9-17, we understand the project consists of constructing new waterproofing improvements at the perimeter of the existing building envelope.

SCOPE OF SERVICES

The following scope of services is based, in part, on available project plans and prior conversations with Mr. Jason Nezamabadi with the Texas Facilities Commission (TFC). Kleinfelder will provide limited, on-call testing and observations for the previously mentioned construction elements. Although no schedule was provided for the purpose of this fee estimate, we have assumed a construction timeframe of about 6 weeks, beginning in December of 2017. This proposal may be further refined when a construction schedule becomes available, as applicable. We agree to provide a technician to provide limited, on-call construction materials services as follows. *We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*

Conditioned Subgrade, Select Fill

- Obtain and perform laboratory moisture/density relations (MDR) (standard proctor ASTM D698) and soil classification tests (liquid limit (Tex-104-E), plastic limit (Tex-105-E, Tex-106-E), and percent finer than No. 200 sieve (Tex-111-E) analysis for each subgrade soil type and imported select fill. For purposes of this proposal, we budgeted 2-sample pick-ups, 1- subgrade soils MDR, 1-select fill MDR, and associated index tests.
- Perform in-place nuclear gauge density and moisture (Tex-115-E) of compacted subgrade and select fill. For purposes of this proposal, we budgeted a technician for: 9- 4 hour trips; and a total of 72 nuclear density gauge tests.

Cast-In-Place Concrete Testing

Perform testing during placement of 4" concrete slabs beneath precast paver areas.

- Ambient air and concrete temperature determinations
- Entrained air content determination (Tex-416-A)
- Slump determination (Tex-415-A)
- Cast 6in by 12in concrete test cylinders at the rate of 4/50 cubic yards of concrete placed, or as requested by the TFC representative. For purposes of this proposal, we budgeted a technician for 3 4-hour trips and 3-sample pick-ups.
- Compressive strength determination of concrete test cylinders (Tex-418-A) with two tests at 7 days and two tests at 28 days. For purposes of this proposal, we budgeted 12 cylinders (3 - 4 cylinder sets).

COMPENSATION

While testing is dependent on the construction sequence, weather conditions, the actual testing performed, we estimate a time and materials budget of \$9,436. Invoicing for this project will reflect the actual quantity of work performed. This amount will not be exceeded without prior approval. The TFC and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the issue date. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

TERMS OF ENGAGEMENT

These services will be performed in accordance with the existing agreement between the TFC and Kleinfelder. We understand the TFC will provide a task authorization as our notice to proceed. Acceptance of the proposal indicates the TFC's review and understanding of the scope of services.

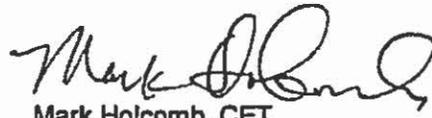
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We appreciate the opportunity to provide you with this proposal, and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 512.926.6650.

Sincerely,

KLEINFELDER, INC.
Texas Registered Engineering Firm F-16438


Robert S. Wright, PE
Senior Engineer


Mark Holcomb, CET
Senior Project Manager

Attachment:
Proposed Fee Schedule Estimate

**PROPOSED FEE SCHEDULE/ESTIMATE**

Texas Facilities Commission
 John H. Winters Building - Water Intrusion & Remediation
 TFC Project: #15-025-4115
 12/6/2017

<u>Service Description</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Estimated Total Amount</u>
PROJ. MANAGER, ENGINEERING & ADMIN.				
Senior Engineer	6	hour	\$ 165.00	\$ 996.00
Lab Manager	6	hour	\$ 79.00	\$ 474.00
Clerical	12	hour	\$ 56.00	\$ 672.00
			Subtotal:	\$ 2,142.00
SOILS TESTING				
Laboratory Testing				
Sample Preparation	2	each	\$ 34.00	\$ 68.00
Atterberg Limits	2	each	\$ 79.00	\$ 158.00
Percent Passing No. 200 Sieve	2	each	\$ 78.00	\$ 156.00
Standard Proctor, 4"	2	each	\$ 249.00	\$ 498.00
Moisture Density Determination (113)		each	\$ 259.00	\$ -
Field Testing				
Soil Services	36	hour	\$ 56.00	\$ 2,016.00
Soil Services - OT		hour	\$ 84.00	\$ -
Nuclear Gauge Test	72	each	\$ 26.00	\$ 1,872.00
Sample Pickup Charge	4	hour	\$ 56.00	\$ 224.00
Vehicle Charge (Per Trip)	11	trip	\$ 50.00	\$ 550.00
			Subtotal:	\$ 5,542.00
CONCRETE TESTING				
Laboratory Testing				
Concrete Compression Test	12	each	\$ 23.00	\$ 276.00
Field Testing				
Concrete Services	12	hour	\$ 56.00	\$ 672.00
Concrete Services - OT		hour	\$ 84.00	\$ -
Slump Test	3	each	\$ 27.00	\$ 81.00
Air Content	3	each	\$ 29.00	\$ 87.00
Pick-up charge	6	hour	\$ 56.00	\$ 336.00
Vehicle Charge (Per Trip)	6	trip	\$ 50.00	\$ 300.00
			Subtotal:	\$ 1,752.00
HOT MIX ASPHALTIC CONCRETE TESTING				
Laboratory Testing				
Rice Sp. Gravity (227)		each	\$ 66.00	\$ -
Bulk Sp Gravity		each	\$ 44.00	\$ -
Extraction/Gradation W% asphalt		each	\$ 260.00	\$ -
Stability Tests		each	\$ 176.00	\$ -
Field Testing				
Senior Technician		hour	\$ 79.00	\$ -
Senior Technician - OT		hour	\$ 118.50	\$ -
Nuclear Field Densities (minimum of 3)		each	\$ 26.00	\$ -
6" Coring for In-place Density (3 Min)		each	\$ 105.00	\$ -
Vehicle Charge (Per Trip)		trip	\$ 50.00	\$ -
			Subtotal:	\$ -
			Total Estimate:	\$ 9,436.00

Additions or deletions to this workscope, in regards to estimated quantities, will be adjusted based on the established unit prices shown. This total estimate will not be exceeded without prior written approval of the client. Please refer to the attached "Basis of Charges" document for additional information.

TFC CONTRACT NO. 18-104-00

KLEINFELDER, INC.

EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

List of PSP Project Manager and Subcontractors

<p>A. Project Manager:</p>	<p><u>Robert S. Wright, PE</u> (Name) <u>Kleinfelder, Inc.</u> (Company) <u>1826 Kramer Lane, Suite M</u> <u>Austin, TX 78758</u> <u>512-468-7428</u> (Cell #) <u>BWright@Kleinfelder.com</u> (Email)</p>
<p>B. Office Manager</p>	<p><u>Mark A. Holcomb, CET</u> <u>1826 Kramer Lane, Suite M</u> <u>Austin, TX 78758</u> <u>512-626-1012 cell</u> <u>MHolcomb@Kleinfelder.com</u></p>
<p>C. Lab Manager</p>	<p><u>Christine Erickson, CET</u> <u>1826 Kramer Lane, Suite M</u> <u>Austin, TX 78758</u> <u>512-926-6650 office</u> <u>LC Erickson@Kleinfelder.com</u></p>
<p>D. Field Technician</p>	<p><u>Landon Lancaster, ACI</u> <u>1826 Kramer Lane, Suite M</u> <u>Austin, TX 78758</u> <u>903-388-0422 cell</u> <u>LLancaster@Kleinfelder.com</u></p>
<p>(No subcontractors are anticipated at this time.)</p>	<p>1. _____ (Name) _____ (Company) <u>Austin, TX</u> _____ (Address) _____ (Cell #) _____ (Email)</p>
	<p>2. _____ (Name) _____ (Company) <u>Austin, TX</u> _____ (Address) _____ (Cell #) _____ (Email)</p>
	<p>3. _____ (Name) _____ (Company) _____ (Address)</p>