

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
LCCX, LLC DBA LACKEY DE CARVAJAL CX**

TFC CONTRACT NO. 18-108-000

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 LCCX, LLC dba Lackey de Carvajal CX located at 8304 Puerta Vista, Austin, Texas 78759 (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 HVAC testing, adjusting and balancing for Texas School for the Deaf located at 1102 South Congress Avenue, Austin, Texas 78704 (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-3," PSP's IDIQ Assignment No. 3 Proposal dated August 14, 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 May 31, 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 Seventy-Seven Thousand Nine Hundred Twenty-Five and No/ 100 Dollars

(\$77,925.00). 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.

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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.

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

TEXAS FACILITIES COMMISSION LACKEY DE CARVAJAL CX

By: JSR#

John S. Raff

Interim Executive Director

Date of execution: 10.25.18

NRG G.C.

smw Dir.

M D.E.D.

By: M.W. Lackey

Print Name: Mike W. Lackey

Print Title: Managing Member

Date of execution: 10/25/18

TFC Contract No. 18-108-000
Lackey de Carvajal
Assignment No. 3
Project No.: 16-001-8801

EXHIBIT A-3

PSP'S IDIQ ASSIGNMENT NO. 3 PROPOSAL DATED AUGUST 14, 2018

Building Commissioning, TAB & Energy Engineering

August 14, 2018
REVISED, October 19th, 2018

Mr., Daniel Yen
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto
Austin, TX 78712

RE: Proposal LCTAB 18.064R1
Professional Engineering Services -- HVAC Test Adjust Balance
Texas School for the Deaf
TFC Project Number: 16-001-8801

Dear Mr. Yen:

Thank you for the opportunity for Lackey de Carvajal Cx (hereinafter called LCCx, LLC) to furnish our proposal to provide Professional TAB Engineering Services to TFC Project Management (Hereinafter called CLIENT) for the above referenced project (hereinafter called PROJECT). This Proposal Letter outlines our Fee proposal subject to a formal agreement.

PROJECT SCOPE

Provide Professional TAB Services, for the PROJECT. Coordinate all TAB work with the Project Manager.

GENERAL ASSUMPTIONS:

1. Attend limited construction meetings, up to 8 during the construction phase; the TAB Project Manager and/or the TAB Field Manager/Technician will attend the meetings.
2. Owner shall provide all stamped, sealed Construction Documents
3. Owner shall provide cut sheet of all Owner provided equipment,
4. General Contractor will provide submittals, cut-sheets, start-up procedures, and manufacturing data for all Contractor furnished equipment
5. Coordinate all work through TFC AE and CMAR

PROJECT SCHEDULE

The following project schedule is our understanding of how the project will proceed:

DATES	Start Date
Construction Phase	ongoing
Field TAB	Sept 2018 thru March 2020
Final Report Completed	May 2020

TAB SCOPE OF WORK AND SERVICES

LCTAB will serve as the TAB Agent to coordinate and provide "AABC" TAB Services on the Client's behalf for the PROJECT. Our TAB tasks will include:

- Develop and submit TAB Plan and schedule; revise as necessary
- Develop TAB data forms, for HVAC equipment and systems.
- Prepare a Preliminary and Final TAB Report for review by Design Engineer.

Physical Address:
8304 Puerta Vista, Suite A 78759

Mailing Address:
PO Box 30191
Austin, TX 78755

LACKEY de CARVAJAL Cx

Building Commissioning, TAB & Energy Engineering

CLARIFICATIONS AND QUALIFICATIONS:

- We include coordination of TAB with PM.
- We include one TAB verification site visit.
- All work to take place during normal business hours (M-F, 7:30-4:00)
- Clean filters to be in place before test and balance is performed

EXCLUSIONS: We Exclude:

- 90 day and Alternate Season return visits
- New sheaves, belts
- Sound and Vibration Testing
- Duct leakage testing

COMPENSATION

Based on the above scope of work for the basic services for the project, as well as the description of the project, we propose a lump sum fee to be billed as follows:

Phase:	Fees:
As per attached Schedule of Values Appendix 1	\$ 77,925.00
TOTAL TAB SERVICES	\$ 77,925.00

TERMS AND CONDITIONS

All Terms and Conditions shall be as per Indefinite Delivery Indefinite Quantity Agreement (IDIQ) TFC Contract 18-108-000 for Heating, Ventilation, Air Conditioning and Test and Balance Services

I trust that the above meets with your approval. We look forward to working with you on this project.

Very truly yours,



Michael W Lackey, PE
Manager LCCx
LCCx, LLC dba Lackey de Carvajal Cx

ATTACHMENT 1: SCOPE OF WORK AND QUALIFICATIONS

Physical Address:
8304 Puerta Vista, Suite A 78759

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Austin, TX 78755

Building Commissioning, TAB & Energy Engineering

TEXAS SCHOOL FOR THE DEAF - TAB SCOPE OF WORK 8-14 SITE VISIT					
Bldg No.	Bldg Name	GMP Package	Drawings	Scope of Work	SCHEDULE OF VALUES
2	Operations Building-Early	GMP-1 A4/M1-100		New air devices for renovation as shown on plan GMP-1	\$ 2,925.00
4	Central Plant	GMP-4	M2-100	1. Four new chilled water pumps (PCHWP-1-04, PCHWP-2-04, SCHWP-1-04, SCHWP-2-04) 2. Five new heating water pumps (PWHP-1-04, PHWP-2-04, PHWP-3-04, SWHP-1-04, SHWP-2-04) 3. Two new condenser water pumps (CWP-1-04, CWP-2-04) 4. Two new cooling towers (CT-1-04, CT-2-04)	\$ 7,800.00
6	CTE Ford Building	GMP-4	A4/M2-101	1. Two new exhaust fans (EF-1-06, EF-2-06) 2. One new supply fan (SF-1-06) 3. New air devices as shown on Plan A4/M2-101 * Add for DALT on Vac System Ductwork * Add for 2 FCU and 1 CU	\$ 5,100.00
9	Ruth Seeger Gym level 1 Ruth Seeger Gym level 2	GMP-4	M2-102 M2-103	1. Five new exhaust fans (EF-1-09, EF-2-09, EF-3-09, EF-4-09, EF-5-09); 2. New supply air grilles in gymnasium area (Plan A2/M2-103);	\$ 6,450.00
12	Leroy Colombo Swim Center	GMP-4	M2-104	1. One new exhaust fan (EF-1-12); 2. New fabric duct and metal duct served by new dehumidification unit	\$ 6,450.00
13	TSD Gym Locker Room	GMP-4	M2-105 M2-106	1. One new pool dehumidification unit (AHU-1-13); 2. One hot water unit heater (UH-1-13); 3. Two new pumps (HWP-1-13, CWP-1-13); 4. Two new fans (SF-1-13, EF-1-13)	\$ 7,575.00
14	RL Davis Auditorium	GMP-4	M2-107	1. Two new air handling units (AHU-3-14, AHU-4-14); 2. Two new heat pumps (AHU-1-14, AHU-2-14); 3. Two new pumps (HWP-1-14, CHWP-1-14); 4. Two new exhaust fans (EF-1-14, EF-2-14); 5. New air devices to support stage area and lower level	\$ 8,925.00
16	Deaf Smith Center	GMP-4	M2-108	1. Two new exhaust fans (EF-1-15, EF-2-15)	\$ 2,175.00
24	Cottage 564	GMP-4	M2-109	1. Two new heat pumps (AHU-1-24, AHU-2-24); 2. Two new exhaust fan (EF-1-24, EF-2-24)	\$ 2,400.00
27	Clinger Gym	GMP-4	M2-110	1. Two new split system air handling units (AHU-1-27, AHU-2-27); 2. One new furnace (F-1-27)	\$ 6,675.00
28	TLC Toddler Learning Cent	GMP-4	M2-111	1. New air devices as shown on floor plan; 2. One new exhaust fan (EF-1-28)	\$ 2,175.00
34	Cafeteria	GMP-4	M2-112	no work shown	\$ -
37	Heritage Center	GMP-4	M2-113	1. New air devices on ductwork in gallery space	\$ 4,425.00
42	Lewis Hall	GMP-5	M-102	1 new ahu, (needs pretab, but no devices shown)	\$ 3,525.00
44	Koen Bldg	GMP-5	M-101	2 new ahu, (needs pretab, but no devices shown)	\$ 3,525.00
45	Kleberg Building	GMP-4	M2-114 M2-115 M12-100	1. Two new hydronic roof top units (RTU-1-45, RTU-2-45); 2. One new hydronic outside air unit (OAU-1-45); 3. Two new pumps (CHWP-1-45, HWP-1-45); 4. Twelve new hydronic fan coil units (FC-1-45 thru FC-12-45); 5. Air devices to support new fan coil units Eleven new exhaust fans	
	Kleberg Building- Early Re	GMP-1 now GMP-4		1. Eleven new exhaust fans; 2. Two new supply fans	\$ 7,800.00
Grand Total					\$ 77,925.00

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TFC Contract No. 18-108-000
Lackey de Carvajal
Assignment No. 3
Project No.: 16-001-8801

EXHIBIT B-3

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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

A. Project Manager:	Chris Thompson _____ (Name) LCCx, LLC _____ (Company Name) PO Box 30191, Austin TX 78759 _____ (Address) 512-560-3456 _____ (Cell #) Chris.thompson@lccx.com _____ (Email)
B. Subcontractors:	
1.	Marisa Bernal _____ (Name) LCTAB, LLC _____ (Company Name) PO Box 30191, Austin TX 78759 _____ (Address) 937-242-3101 _____ (Cell #) LCTAB@lccx.com _____ (Email)
2.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)
3.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)
4.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)