

TFC Contract No. 18-039-000
Lockwood, Andrews & Newnam, Inc.
Assignment No. 1
Project No. 18-005-6099

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
LOCKWOOD, ANDREWS & NEWNAM, INC.**

TFC CONTRACT NO. 18-039-000

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 Lockwood, Andrews & Newnam, Inc. located at 9188 North Capitol of Texas Highway, 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 providing professional engineering services for the Texas Department of Agriculture Metrology Lab Renovations in Giddings, Texas. Services shall include, but are not limited to: (i) a 3rd Party Design Review at each design stage for architectural, mechanical, electrical and civil disciplines; and (ii) engage and contract with a metrology consultant to perform National Institute of Standards and Technology (“NIST”) lab certification during designs and for product construction quality assurance/quality control (“QA/QC”) (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-1,” PSP’s IDIQ Assignment No. 1 Proposal dated November 02, 2018, 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. 1 shall be completed no later than March 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. 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.

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FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 1 shall not exceed the sum of Sixty-Seven Thousand Seven Hundred Twenty-Five and No/100 Dollars (\$67,725.00). 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. 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.

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

TEXAS FACILITIES COMMISSION

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: DocuSigned by:
Mike Novak
B1C9FC0A8020417...

By: DocuSigned by:
Joseph H. Waterfield
1B2535BD6CD04E7...

Mike Novak

Print Name: Joseph H. Waterfield

Executive Director

Print Title: Vice President

Date of execution: 12/03/2018 | 3:15 PM CST

Date of execution: 12/03/2018 | 2:29 PM CST

NRG G.C.

mm Dir.

ja D.E.D.

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EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED NOVEMBER 2, 2018



November 02, 2018

Mr. Prince Chavis
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto
Austin, Texas 78711

Contr. No.: IDIQ 18-039-000
TFC Project No.: 18-005-6099
Project: TDA Metrology Lab Renovation, Giddings, Tx.
LAN No.: 170-10855-001

RE: Proposal for Professional Engineering Services to provide Third Party Design Review

Dear Mr. Chavis:

Lockwood, Andrews & Newnam, Inc. (LAN) is pleased to provide the following proposal for professional engineering services associated with the project mentioned above. Based on our recent discussion and the information provided, LAN's proposal is based on the following scope of work outlined below.

SCOPE OF SERVICES

- Perform 3rd Party Design Review at each design stage (100% DD, 65% CD, 95% CD, and 100% CD) for architectural, mechanical, Electrical, and civil disciplines.
- Engage and contract with a metrology consultant to perform NIST lab certification reviews during design and for the project construction QA/QC plan
- Attend 1-day design review meetings at each design stage
- Provide a Report of Findings for each design review

DELIVERABLES

- LAN will provide electronic and hard copies of the report of findings at each design stage.

ASSUMPTIONS

- No drawings are required.
- TFC will provide the necessary documents (drawings, specifications etc.) for each review
- TFC will provide design submittal schedule and advanced notification of any changes during the project.

- TFC will provide location and time for design review meetings and advanced notification of any changes during the project.

COMPENSATION

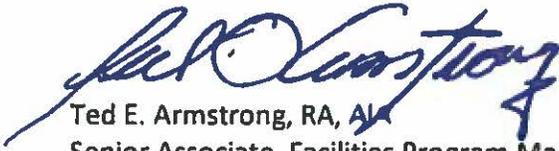
To conduct the scope of work outlined above, we propose the following total fee of **\$67,225.00** plus expenses which we expect not to exceed **\$500.00**. The total fee above also includes consultant (Western Environmental Corp.) fees of **\$14,750.00** for meetings, reviews, and travel during design, and **\$20,680.00** for lab testing and certification after construction.

SCHEDULE

LAN will complete and submit each report within 7 workdays following receipt of documents for review for each design submittal. Project duration is anticipated to be 120 days.

This proposal shall become a contractual agreement between the parties effective on the date accepted. Thank you for this opportunity to serve you. Please feel free to contact me if you have any questions.

Sincerely,
LOCKWOOD, ANDREWS & NEWNAM, INC.



Ted E. Armstrong, RA, AIA
Senior Associate, Facilities Program Manager – Central Region

cc: File

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EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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 Exhibit B-1

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

<p>A. PSP Project Manager:</p>		<p><u>Ted Armstrong</u> <u>Lockwood, Andrews, & Newnam Inc.</u> <u>8911 N. Capital of Tx. Hwy.</u> <u>Bldg. 2, suite 2300</u> <u>Austin, Texas 78759</u> <u>737-207-0976</u> <u>TEArmstrong@lan-inc.com</u></p>	<p>(Name) (Company) (Address) (Cell #) (Email)</p>
<p>B. Subcontractors:</p>			
	<p>1.</p>	<p><u>Michael White</u> <u>Western Environmental Corporation</u> <u>6820 Roosevelt Avenue</u> <u>Franklin, Ohio, 45005</u> <u>513-422-4088</u> <u>mwhite@westernenvironmental.com</u></p>	<p>(Name) (Company) (Address) (Cell #) (Email)</p>
	<p>2.</p>	<p>_____ _____ _____ _____</p>	<p>(Name) (Company) (Address) (Cell #) (Email)</p>
	<p>3.</p>	<p>_____ _____ _____ _____</p>	<p>(Name) (Company) (Address) (Cell #) (Email)</p>
	<p>4.</p>	<p>_____ _____ _____ _____</p>	<p>(Name) (Company) (Address) (Cell #) (Email)</p>