

TFC Contract No. 18-132-000
Parkhill, Smith and Cooper, Inc.
Assignment No. 1
Project No. 18-009-8455

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
PARKHILL, SMITH & COOPER, INC.**

TFC CONTRACT NO. 18-132-000

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 Parkhill, Smith and Cooper, Inc., located at 12301-B Riata Trace Parkway, Suite 100, Austin, Texas 78727 (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 engineering services for the demolition of the GJ Sutton State Office Building located at 321 Center Street, San Antonio, Texas. Services shall include, but are not limited to: (i) an assessment of existing conditions; (ii) preparation of plans and specifications for demolition and site restoration; and (iii) construction administration (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated October 9, 2018, 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, 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 the sum of One Hundred Thirty-Eight Thousand Two Hundred Fifty and No/100 Dollars

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(\$138,250.00). 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

PARKHILL, SMITH & COOPER, INC.

DocuSigned by:
JOHN RAFF
By: _____
C29F7F24A750477...

DocuSigned by:
Jared Higgins
By: _____
A2E1492ED9E3486...

John S. Raff

Jared Higgins, P.E., C.E.M, CPMP, GGP

Interim Executive Director

Principal

Date of execution: 10/30/2018 | 8:10 AM CDT

Date of execution: 10/29/2018 | 3:05 PM CDT

NRG G.C.

YNW Dir.

JR D.E.D.

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EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED OCTOBER 9, 2018

TFC Contract No. 18-132-000

Exhibit A-1

Assignment No. 1



PARKHILLSMITH&COOPER

12301-B Riata Trace Parkway, Suite 100

Austin, Texas 78727

512 676 2100

October 9, 2018

Ms. Dorothy Spearman
Texas Facilities Commission
Senior Project Manager
1711 San Jacinto Blvd
Austin, Texas 78701

Re: Agreement for Professional Services for the Demolition of the G.J. Sutton State Office Building

Dear Ms. Spearman:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Professional Engineering services to the Texas Facilities Commission (OWNER) for the demolition of the G. J. Sutton State Office Building located at 321 Center Street in San Antonio, Texas. (Project). This proposal includes performing a site assessment to identify HVAC equipment, plumbing equipment, electrical equipment, and security equipment that could be salvaged to the State surplus as well as identify objects of historical value located within or on the building. The report will provide recommendations of the assessment and recommendations of demolition of the building and site restoration to be incorporated into construction documents. This scope of work is based on floor plans, surveys, and reports provided by TFC and conversations between PSC and TFC at the meeting on September 24, 2018. PSC understands these services will be provided under our IDIQ Professional Services Agreement for Civil Engineering and Land/Utility Surveying; TFC Contract 18-132-000.

A. Building/Site Assessment Report

The project team will perform a site assessment to become familiar with the facility and site. Recommendations of the observations will be documented in a report as indicated below.

We understand the Scope of Services you require to be:

1. Investigate and document HVAC, plumbing, electrical and security equipment within the building that would be of value to the State to sell with State surplus.
2. Document historical features of the building, such as building plaques, historic glass windows, stamped plates, hardware and other decorative items that would be of value to historical associations or collectors.
3. Develop recommendations for demolition of building (i.e. phasing, foundation removal, structure to remain, etc).
4. Perform a topographic survey to include existing conditions property survey. Limited detail will be picked up as the property will be demolished. Boundary surveys are excluded but verification of the

existing property lines to be included on demolition drawings to be established from available record information.

5. Develop recommendations for final site conditions (sidewalk expansion, perimeter fencing).
6. Recommendations for affected soil and water management plan.
7. Develop an Opinion of Probable Construction Costs based on the recommendations outlined in the report.

B. Final Construction Documents for Building Demolition/Site Restoration

The A/E, following the Owner's approval of the recommendations presented in the assessment report, will prepare construction documents for building demolition and restoration of the site as described below.

We understand the Scope of Services to be:

1. Revised asbestos containing materials (ACM) and lead based paint (LBP) abatement plans and specifications for demolition effort based on previous LBP survey performed by Raba Kistner and ACM abatement quote provided by Alamo 1 in January 2011.
2. Prepare an Affected Soil and Water Management Plan (ASWMP) to include the following primary elements:
 - a. Earthwork/excavation and construction worker health and safety considerations.
 - b. Discussion regarding management of potentially affected soils including: (i) designation of staging areas, (ii) segregation and classification, and (iii) field screening of excavated soils.
 - c. Procedures for handling excavated soils determined to be contaminated or uncontaminated.
 - d. Locations for temporary soil stockpile (i.e. staging) areas, segregation of soil stockpiles as either uncontaminated or affected material, and methods of stockpile protection and runoff control.
 - e. Proposed waste profiling and disposal methods for contaminated soils and/or shallow groundwater that must be pumped to facilitate construction plans.
 - f. Discussion of affected soils reuse, with the understanding that uncontaminated or affected soils, exhibiting concentrations below applicable regulatory action levels may be reused onsite.
 - g. Discussion of appropriate reporting that should be provided by the construction contractor or qualified environmental services provided during the course of site development.
3. Develop structural demolition plans incorporating recommendations from assessment report
4. Develop supporting site civil plans for demolition work including final grading plan, site utility plan, and SWPPP.
5. Develop necessary documents to assist contractor to determine sidewalk and/or road closures for building demolition.
6. Develop electrical site plan for demolition of electrical service and/or providing additional service as necessary to maintain parking lot lighting.

7. Develop salvage and demolition documents identifying locations of historical features of the building including building plaques, historic glass windows, stamped plates, hardware and other decorative items that would be of value to historical associations or collectors.

C. Construction Administration

1. The A/E will be the representative of and will advise and consult with the Owner during construction based on a four month construction schedule until the final payment to the Contractor is due. The A/E will have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
2. The A/E will visit the site at bimonthly intervals during the four month construction schedule or as otherwise agreed by the Owner and A/E in writing to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an engineer, the A/E will keep the Owner informed of the progress and quality of the Work.
3. The A/E will assist in providing oversight for the removal of historic architectural features.
4. Based on the A/E's observations and evaluations of the Contractor's Applications for Payment, the A/E will review and certify the amounts due the Contractor.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Geotechnical Reports
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Negotiations and coordination of the demolition with the Texas Historical Commission
- Historical mitigation measures including but not limited to measured drawings, archival photographic documentation of the property, archeological investigations or salvage
- Public hearings or public engagement meetings
- Additional ACM or LBP survey
- Air monitoring or testing in conjunction with abatement activities
- Bat colony relocation plans
- Design or detailing of any structures that are required to be left standing
- BIM modeling of elements on the site
- Multiple Detailed or exhaustive opinions of probable construction costs
- Testing of existing in place materials or framing systems to determine strengths, properties of materials or similar information.
- Design or detailing of contractor's means and methods. Demolition of structures will be performance based.
- Assistance with the contractor's permitting process as it is anticipated permitting would be post bid award.
- Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others and limited information from the topographical survey.

A tentative schedule for submitting our work for review is as follows:

Notice to Proceed provided to A/E (Assume October 15, 2018)
On-site Assessments (NTP + 21 days)
Site Assessment Report and Recommendations (Preliminary delivery on November 21, 2018)
Construction Documents (Preliminary delivery on January 16, 2019)

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control. Schedule includes the assumption that work on construction documents will occur concurrently with the assessment report.

Our fees for the services described above sum (including project travel expenses) will be based on a lump amount of \$138,250 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By Jared A. Higgins
Jared A. Higgins, P.E., C.E.M., CPMP, GGP
Principal

IN DUPLICATE

Enclosures

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and interior designers in Texas."

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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, Address & Contact Person (Project Manager))**

| | |
|---------------------|---|
| A. Project Manager: | Jared Higgins, PE, CEM, GGP, CPMP Parkhill, Smith, & Cooper, Inc. 12301-B Riata Trace Parkway, Ste 100; Austin, TX 78727 (806) 831-8504 jhiggins@team-psc.com |
| | |
| B. Subcontractors: | |
| | |
| | 1. Rick Klar, P.E. Raba Kistner 12821 W. Golden Lane; San Antonio, TX 78249 (210) 699-9090 rklar@rkci.com |
| | |
| | 2. Justice Edge, PE Intelligent Engineering Services 10001 Reunion Place, Ste. 200; San Antonio, TX 78216 (210) 884-2948 JEdge@ie-services.com |
| | |
| | 3. Donna D. Carter, FAIA Carter Design Associates 817 West 11 th St.; Austin, TX 79701 (512) 476-1812 admin@carterdesign.net |