

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

TFC CONTRACT NO. 18-095-000

ASSIGNMENT NO. 2

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2 (hereinafter referred to as the "Assignment No. 2" 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 Raba Kistner, Inc. located at 8100 Cameron Road, Suite B-150, Austin, Texas 78754 (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 Phase I environmental site assessment (hereinafter referred to as "ESA-I") and ALTA/NSPS land title surveying services for the GJ Sutton Building located at 321 Center Street, San Antonio, Texas (hereinafter referred to as the "Site"). Services shall include, but are not limited to: (i) perform an ESA-I to evaluate historical and present uses of the Site for evidence of impacts by hazardous substances and petroleum products; (ii) research and evaluate readily available and practically reviewable environmental regulatory databases and public records; (iii) perform Site reconnaissance; (iv) submit a final report to TFC that includes documentation of information sources, the facts and description of environmental conditions relevant to the Site, the identity and qualifications of the environmental professional(s) involved in the performance of the ESA-I including signed declarations, the opinion by the environmental professional of the impact of recognized environmental conditions in connection with the property, and recommendations for further action if deemed warranted (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-2," PSP's IDIQ Assignment No. 2 Proposal dated November 21, 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. 2 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. 2.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 2 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. 2 shall not exceed Seventeen Thousand and No/100 Dollars (\$17,000.00). 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. 2, 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-2."

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.

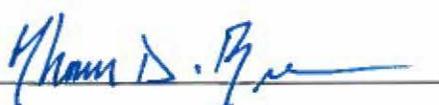
[This Space Intentionally Left Blank]

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

RABA KISTNER, INC.

By:  _____

By:  _____

Kay Molina

Thomas Burr

General Counsel

Vice President

Date of execution: 12/11/17

Date of execution: 12/6/17

 G.C.

 Dir.

 D.E.D.

TFC CONTRACT NO. 18-095-000

EXHIBIT A-2

RABA KISTNER, INC.

PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED NOVEMBER 21, 2017

Proposal No. PSF17-445-00 (Revised)
November 21, 2017



Raba Kistner
Environmental, Inc.
12821 W. Golden Lane
San Antonio, TX 78249

P.O. Box 690287
San Antonio, TX 78269-0287

www.rkci.com

P 210 :: 699 :: 9090

F 210 :: 699 :: 6426

TBPE Firm F-3257

Mr. Samuel Franco
Director – Center for Alternative Finance and Procurement
Texas Facilities Commission
1701 San Jacinto Boulevard
Austin, Texas 78701

RE: Proposal for Phase I Environmental Site Assessment and Professional Surveying
GJ Sutton Building
321 Center Street
San Antonio, Bexar County, Texas

Dear Mr. Franco:

At your request, Raba-Kistner Environmental Inc. (RKEI) is pleased to submit this proposal to provide a Phase I Environmental Site Assessment and Professional Surveying services for the property addressed at 321 Center Street, San Antonio, Bexar County, Texas (hereinafter referred to as SITE).

SCOPE OF SERVICES

The following scope of work was developed in consultation with CLIENT and is based preliminary assessment needs prior to property acquisition.

TASK I PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA-I)

RKEI will perform an ESA-I for the referenced acquisition property. The American Society for Testing and Materials (ASTM) E 1527-13, Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process, will be used as a guidance document for the performance of the ESA-I. This standard is consistent and compliant with the Environmental Protection Agency's All Appropriate Inquiry (AAI) Rule and may be used to comply with the provisions of the All Appropriate Inquiry Final Rule.

The objective of the ESA-I is to evaluate historical and present uses of the site for evidence of impacts by hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products to permit the CLIENT to satisfy one of the requirements to qualify for the "innocent landowner defense, contiguous property owner, or bona fide prospective purchaser" to CERCLA liability. The ESA-I will be conducted by an environmental professional meeting requirements as set forth in *40 CFR §312.10(b)* under standards of good commercial and customary practices that constitute "appropriate inquiry into the previous ownership and uses of the property" as defined in *42 USC § 9601(35)(B)*.



Proposal No. PSF17-445-00 (Revised)
November 21, 2017

2

Specifically, the scope-of-service for this ESA-I will include the following elements:

- 1) Research and evaluation of readily available and practically reviewable environmental regulatory databases and public records;
- 2) Interviews with persons knowledgeable about the SITE;
- 3) SITE reconnaissance by an environmental professional; and
- 4) Final report of the ESA-I which includes: documentation of information sources; the facts and description of environmental conditions relevant to the SITE; the identity and qualifications of the environmental professional(s) involved in the performance of the ESA-I, including signed declarations; the opinion by the environmental professional of the impact of recognized environmental conditions in connection with the property; and recommendations for further action if deemed warranted.

For budgetary purposes, it is assumed that RKEI will prepare a stand-alone Phase I report for the referenced TFC property.

The proposed work scope does not include intrusive investigations, sampling, or analyses of any kind, unless authorized as additional scope considerations. Additional services, if requested, will be billed in accordance with our standard fees for professional services, as indicated on the attached Schedule of Fees.

TASK II ALTA/NSPS LAND TITLE SURVEY

RKEI will engage the services of a Registered Professional Land Surveyor (RPLS) to provide professional surveying services as requested by CLIENT. In accordance with project requirements provided by CLIENT, the RPLS will prepare a Land Title Survey for the above-referenced property as recorded in the Deed and Plat Records, City of San Antonio, Bexar County, Texas. The survey will be completed in accordance with Minimum Standards for ALTA/NSPS Land Title Surveys as adopted and accepted by ALTA and NSPS in 2016 and shall include items 1-4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 13, 14, 16-19, and 20 from Table "A" attached. The standard ALTA certification included as Exhibit "A" will be utilized in the completion of the survey. Delays in Consultant's work and schedule shall be considered outside the scope and fee of this agreement and the additional cost to consultant will be billed as a supplemental service. The CLIENT must furnish a current title commitment a minimum of five (5) business days prior to the completion of the survey. The survey will be scheduled to be delivered 15 business days after receipt of the signed Professional Services Agreement and after a request has been made to begin ALTA survey. In an effort to certify the survey to Table A, Item 6, Consultant will need CLIENT to provide a PZR report or Zoning Verification Letter as soon as it is available.

This work scope does not include services required for unusual boundary research beyond that furnished by Client's title company and additional field services related thereto, extensive analysis that may be required due to discrepancies in descriptions of subject tract boundary and/or adjoining deeds or where insufficient monumentation exists, to meet mandated standards for boundary resolution, tracts for which gaps and gores or gradient boundary line determinations are required and; determinations of applicability of archaic, vague or poorly documented easements

Proposal No. PSF17-445-00 (Revised)
November 21, 2017

3

as identified by CLIENT title company or others. This agreement does not include any governmental agency survey-related requirements; such as HUD surveys and Bureau of Land Management lands. These survey requirements may be negotiated at an additional cost to the client and will be billed as a supplemental service and at an hourly rate.

COST AND SCHEDULE

We will provide the scope of services described herein on a unit rate basis in accordance with the contract fee schedule. Our estimated cost to perform the scope of services described herein is provided below.

Task I	<u>Phase I Environmental Site Assessment</u>	\$3,000. ⁰⁰
Task II	<u>Alta Land Title Survey</u>	\$14,000. ⁰⁰
	Estimated Total Contract Cost:	\$17,000.⁰⁰

In the event that additional services are requested by CLIENT and/or necessary to complete project activities, RKEI will provide a cost estimate under separate cover and solicit authorization from CLIENT before proceeding with additional work. Additional costs, if authorized as part of this project, will be billed in accordance with the approved fee schedule for professional services and unit rates for equipment and laboratory services included as part of the current Professional Services Agreement between VIA and RKEI.

The scope of work described above with respect to Task I is anticipated to take approximately 3 business weeks to complete after we receive written authorization to proceed. In accordance with project requirements the Task II survey will be delivered in 30 calendar days after receipt of a formal notice-to-proceed. It is assumed that the project duration will commence as soon as RKEI is afforded SITE access and provided information necessary to conduct Phase I ESA and Land Title Survey activities (*i.e., listed herein under ASSUMPTIONS*).

ASSUMPTIONS

The following assumptions were made with regard to the scope of services described herein:

- The CLIENT will provide clearance(s) for SITE access and map(s) depicting SITE boundaries to be utilized to facilitate Phase I ESA activities described herein.
- Phase I ESA. Items To Be Provided By CLIENT:
 1. Legal description of the property, preferably Commitment for Title Insurance and/or 50-year chain-of-title run, if applicable.
 2. Copy of the latest Survey Plat or Site Plan of the property and current Floor Plans, if applicable.
 3. Copies or access to copies of reports of previous studies of the site especially:
 - a) Geotechnical reports.
 - b) Environmental permits.

Proposal No. PSF17-445-00 (Revised)
November 21, 2017

4

- c) Records with respect to all previous environmental studies or remediation, including but not limited to, asbestos surveys.
 - 4. Provision for access to SITE on a schedule agreed upon by CLIENT and contact information for current and past owners and occupants as available.
 - 5. In order to qualify for one of the *Landowner Liability Protections (LLPs)*, the CLIENT must complete an RKEI provided questionnaire. Otherwise, failure to complete this information could result in a determination that "all appropriate inquiry" is not complete.
- If requested by CLIENT, costs for RKEI to attend meetings and/or perform additional activities in support of such meetings will be billed on a time and materials basis in accordance with our standard fee schedule for professional services.
 - Land Survey Items To Be Provided By CLIENT:
 1. Title Commitment
 2. Right-of-Entry

ACCEPTANCE

We appreciate the opportunity to submit this proposal and look forward to working with you in the execution of this project. This proposal and scope of services will be conducted in accordance with TFC Contract No. 18-095-00 Indefinite Delivery Indefinite Quantity Professional Service Agreement between the Texas Facilities Commission and Raba Kistner, Inc.

The scope and fees associated with this proposal are valid for 120 days from issuance.

Very truly yours,

RABA KISTNER ENVIRONMENTAL, INC.



Brian D. Strye, M.S.
Environmental Project Manager



Samuel Blanco, AICP
Senior Environmental Planner

BDS/SB/srw

Copies Submitted: Above (1 Electronic PDF Copy)

TFC CONTRACT NO. 18-095-000

EXHIBIT B-2

RABA KISTNER, INC.

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**PSP'S LIST OF TEAM MEMBERS
AND
SUBCONTRACTORS**

A. Project Manager:	Brian Strye 12821 W. Golden Lane San Antonio Texas 78249 210-699-9090
B. Subconsultant:	Vickery & Associates, Inc.
	12940 Country Parkway
	San Antonio, Texas 78216 210-349-3271