

TFC Contract No. 18-095-000
Raba Kistner, Inc.
Assignment No. 5
Project No.: 15-012A-6065

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

TFC CONTRACT NO. 18-095-000

ASSIGNMENT NO. 5

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 5 (hereinafter referred to as "Assignment No. 5" 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 a Registered Archaeologist required by the Texas Historical Commission (hereinafter referred to as "THC") for the foundation being repaired at the Cleveland-Partlow House in Liberty, Texas. Services shall include but are not limited to: prepare and submit an Antiquities Permit, monitor all dirt disturbance and submit a report of findings to THC (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-5," PSP's IDIQ Assignment No. 5 Proposal dated May 24, 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. 5 shall be completed no later than July 1, 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. 5.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 5.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 5 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. 5 shall not exceed Eleven Thousand Three Hundred Forty-Five and No/100 Dollars (\$11,345.00). No more

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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. 5, 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-5."

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.

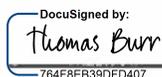
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ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, 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

RABA KISTNER, INC.

By:  _____
C29F7F24A756477...

By:  _____
764F8EB39DFD407...

John S. Raff

Thomas D. Burr

Interim Executive Director

Sr. Vice President and COO

Date of execution: 07/12/2018 | 9:54 AM CDT

Date of execution: 07/12/2018 | 8:43 AM CDT

NRG G.C.

MW Dir.

 D.E.D.

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EXHIBIT A-5

PSP'S IDIQ ASSIGNMENT NO. 5 PROPOSAL DATED MARCH 24, 2018

Proposal No. PSF18-200-00 (Revised)
May 24, 2018

Ms. Kathy Panak
Senior Project Manager
Facilities Design and Construction
Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, Texas 78701



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San Antonio, TX 78249
P.O. Box 690287
San Antonio, TX 78269-0287
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P 210.699.9090
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TBPE Firm F-3257

**RE: Archaeological Monitoring Associated With
Proposed Improvements to the Cleveland Partlow
House Liberty, Liberty County, Texas**

Dear Ms. Panak:

Raba Kistner Environmental, Inc. (RKEI) is pleased to submit this proposal to Texas Facilities Commission (CLIENT) to provide archaeological services associated with the planned improvements to the Cleveland Partlow House located in Liberty, Liberty County, Texas. Proposed foundation repairs and the installation drainage along the perimeter of the building will call for some subsurface impacts. Due to the property being owned by a sub-division of the State, the project triggers oversight as described in the Antiquities Code of Texas. In November of 2017, Carter Design Associates consulted with the Texas Historical Commission (THC) concerning the planned improvements. The THC requires that a Texas Antiquities Code permit be issued and a qualified archaeologist be present for all subsurface impacts.

PURPOSE AND SCOPE OF WORK

Prior to the commencement of construction activities, RKEI will prepare a scope of work and Texas Antiquities Code permit application. Submission of an Antiquities Permit Application and coordination with the THC is required prior to beginning the field survey. The permit application includes an archeological scope of work (research design), permit application, and maps of the project site or the APE. The THC will review the permit application packet and once approved, the THC will issue a permit number for the project. Fieldwork may only proceed once the THC issues a permit number for the project.

RKEI will provide an archaeologist to monitor all subsurface impacts associated with the improvements to the Cleveland Partlow House. The archaeologist will be present during all subsurface excavations to record and document any historic, or possibly prehistoric, features. The archaeologist will inspect all displaced soils for cultural remains. Displaced soils will be screened through a ¼-inch wire mesh screen. Only temporally diagnostic materials will be collected during screening. All other cultural materials will be noted on the archaeological monitoring log. To facilitate the archaeologist sifting through the soils, the contractor should place the spoils on a tarp adjacent to the area in which the soils were removed. In case of rain, the contractor should provide tarps or plastic sheeting to cover backdirt that has yet to be inspected. The archaeologist will note the items observed, density of cultural material, and presence of temporally diagnostic artifacts on the monitoring log. Any artifacts collected will be bagged and tagged in field with the appropriate provenience information displayed.

**Proposal No. PSF18-200-00 (Revised)
May 24, 2018**

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Any features uncovered during monitoring will be photo-documented, sketched if warranted and sampled, if applicable. In addition, the RKEI Principal Investigator will coordinate all communications between the CLIENT and THC representatives.

Construction monitoring will be systematic and regular, and all efforts will be made to not impact progress of on-going construction activities. Should cultural features be encountered during the archaeological monitoring, RKEI will request that the construction process halt to allow for adequate time for documentation. Documentation will consist of recording the location of the feature, photo-documentation, and recording the feature characteristics on a daily monitoring log and feature form. RKEI will collect temporally diagnostic materials. Depending on the temporal association of feature, documentation may include collecting a sample of the material. We will apply a limited artifact collection policy where only artifacts that are temporally diagnostic will be collected from features. These artifacts will aid in assessing the ages of the deposits and features and will have to be curated/stored at a state-accredited curation facility. By collecting only temporally diagnostic artifacts, we will limit the cost of such curation needs with are mandated by the Antiquities Code of Texas. All work will comply with THC and Council of Texas Archeologists (CTA) standards for the overall project, unless documented field conditions warrant otherwise.

SCHEDULE OF DELIVERABLES

The schedule of the field work will be determined by the construction schedule. A Texas Antiquities Committee Construction Monitoring Permit will be obtained from the THC prior to the inception of the monitoring. An archaeological monitor will be on site for each day during which subsurface impacts are anticipated within the project footprint. Fifteen working days following the completion of the monitoring, a technical report will be delivered to the CLIENT for review. Once the CLIENT's comments area addressed, the appropriate revisions will be addressed and the draft report will be submitted to the THC for comments and approval. The THC has a 30-day review period from the submission of the draft report to their offices.

LIMITATIONS

- 1. The aforementioned fee covers specifically the tasks associated with the monitoring of construction activities associated with the subsurface impacts as requested by the Texas Historical Commission. Additional testing/data recovery: If during the archaeological monitoring, archaeological deposits are discovered, and the THC request their investigation to determine their National Register Eligibility Status, such investigations fall outside of the scope of this proposal and would be completed under an amendment to the present proposal or a new Scope of Work and fee estimate.**
- 2. Unmarked Burials: In the event that human remains are encountered in any subsurface context, work will halt immediately, precautions will be taken, and a new proposal and fee will be submitted to ensure compliance with the amended Texas Health and Safety Code for unmarked burials.**
- 3. Special Analysis: No special analyses will be conducted as part of this scope.**
- 4. RKEI requests at least 48 hrs of advanced notice for mobilization to the job site. Please note that any requested mobilization that results in the travel of the project archaeologist onto the site, even if no work will take place upon the arrival of the archaeology staff, will result in the assessment of a minimum mobilization charge of \$1,500.00. Rain days are will not assess a mobilization fee.**

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May 24, 2018

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5. The fee provided in this proposal is for a total of 5 days of fieldwork at a daily rate of \$1,500. Should additional days be warranted, RKEI will contact the CLIENT to determine the number of additional days. Each additional day will be invoiced at the aforementioned daily rate. In the event that the original monitoring will necessitate fewer than five days, the fee will be reduced to reflect the actual days of field monitoring.

COST AND DURATION

The staff of RKEI, including a Principal Investigator and Project Archaeologist, will provide the above scope of service for a Lump Sum of \$11,345.00. This fee includes antiquities permit preparation, field work, and report production. Following the receipt of the Notice to Proceed, RKEI can be ready to mobilize to the field. In the event that monitoring will require fewer than five days, the overall fee will be reduced by the daily rate to reflect actual costs of monitoring efforts.

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.



Steve A. Tomka, PhD, RPA
Cultural Resources Program Director

SAT/bc

Copies Submitted: Above (1 PDF Copy)

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EXHIBIT B-5

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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

A. PSP Project Manager:	Steve Tomka Raba Kistner Environmental, Inc. 12821 W. Golden Lane, San Antonio, TX 78249 210-699-9090 stomka@rkci.com
B. Subcontractors:	NA
1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)