

TFC Contract No. 18-112-000
TAB Technologies, LLC
Assignment No.6
18-014A-5531

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TAB TECHNOLOGIES, LLC**

TFC CONTRACT NO. 18-112-000

ASSIGNMENT NO. 6

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 6 (hereinafter referred to as “Assignment No. 6” 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 TAB Technologies, LLC located at 3901 South Lamar Boulevard, Suite 130, Austin, Texas 78701 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as performing pre-construction audit, testing, adjusting and balancing services for mechanical, electrical, and plumbing renovation and replacement work at the Health and Human Services Commission (“HHSC”) and the Department of State Health Services (“DSHS”) Austin, Texas Headquarters Campuses, including the Brown Heatly, Robert D. Moreton, DSHS Records, DSHS Services, and DSHS Tower buildings (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-6,” PSP’s IDIQ Assignment No. 6 Proposal dated October 24, 2019, 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. 6 shall be completed no later than August 31, 2021, 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. 6.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 6.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 6 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. 6 shall not exceed the sum of One Hundred Twelve Thousand One Hundred Ninety-Seven and No/100 Dollars (\$112,197.00). 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. 6, 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-6."

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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Assignment No.6
18-014A-5531

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 TAB TECHNOLOGIES, LLC

DocuSigned by:
By: Mike Novak, Executive Director
BTC9FC0A8020417...

DocuSigned by:
By: Tyler Lewis, P.E., Operations Manager
DB6047BCC4A14FC...

Mike Novak

Tyler Lewis, P.E.

Executive Director

Operations Manager

Date of execution: 11/20/2019 | 12:02 PM GST

Date of execution: 11/20/2019 | 9:20 AM CST

[Signature] GC

[Signature] Dir

[Signature] DED

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EXHIBIT A-6

PSP'S IDIQ ASSIGNMENT NO. 6 PROPOSAL DATED OCTOBER 24, 2019



October 24, 2019

Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, TX 78701

ATTN: Kathy Panak

RE: TFC 18-19 DM DSHS AHU Replacements & Renovations – BHB
Pre-Construction Audit Proposal

Kathy,

We are pleased to quote the testing, adjusting and balancing (TAB) of the HVAC systems on the referenced project for the total net sum of: **\$112,197.00**
(One Hundred Twelve Thousand One Hundred Ninety Seven Dollars 0/00 US less tax)

CLARIFICATIONS:

- o All TAB activities will be performed in accordance with the current edition of the National Environmental Balancing Bureau (NEBB) Procedural Standards.
- o The TAB pre-construction audit scope includes the following:

Double Duct AHUs (Qty. 23)

- o Roll all VAV boxes to cooling mode. Measure heating CFM, cooling CFM, heating supply air temperature, and cooling supply air temperature in the main ducts. Measure total static pressure and internal static pressure. ESP can be calculated.
- o Roll all VAV boxes to heating mode. Measure heating CFM, cooling CFM, heating supply air temperature, and cooling supply air temperature in the main ducts. Measure total static pressure and internal static pressure. ESP can be calculated.
 - Quantity of existing VAVs:
 - 1st floor - 60
 - 2nd floor - 86
 - 3rd floor - 48
 - 4th floor - 64
 - 5th floor - 58
 - 6th floor - 28
 - 7th floor - 29
- o Measure max chilled water flow (GPM) and the delta P across the (23) JCI control valves.
- o Measure max hot water flow (GPM) and the delta P across the (23) JCI control valves.

Outside Air Unit on 6th Floor

- o With fan at 100% speed and outside air damper open, measure outside air supply CFM, total static pressure, and internal static pressure. With heating control valve 100% open, measure supply air temperature. With cooling control valve 100% open, measure supply air temperature.
- o Measure max chilled water flow (GPM) and the delta P across the JCI control valve.
- o Measure max hot water flow (GPM) and the delta P across the JCI control valve.



Single Zone AHUs

- With fan at 100% speed, measure air supply CFM, total static pressure and internal static pressure. With heating control valve 100% open, measure supply air temperature. With cooling control valve 100% open, measure supply air temperature.
- Measure max chilled water flow (GPM) and the delta P across the (3) JCI control valves.
- Measure max hot water flow (GPM) and the delta P across the (2) JCI control valves. AHU-1E serving the UPS room does not appear to have a heating hot water coil.

Double Duct VAV Boxes (Floors 4, 5, 6, & 7 only) –

- Roll the thermostat to cooling mode, measure the heating CFM and cooling CFM by duct traverse at the box inlet ductwork. Measure the supply air temperature.
- Roll the thermostat to heating mode, measure the heating CFM and cooling CFM by duct traverse at the box inlet ductwork. Measure the supply air temperature.
 - 4th floor – 64
 - 5th floor – 58
 - 6th floor – 28
 - 7th floor - 29
- We have included performing the work on an after-hours basis due to the above ceiling work required to traverse the terminal units and the adjustments of the systems from full cooling to full heating.

EXCLUSIONS:

- We've excluded overtime to reduce the cost of our work. We assume all work can be performed on an after-hours basis Monday through Thursday in 10-hour shifts.

If you have any questions, please don't hesitate to call.

Respectfully submitted,
TAB TECHNOLOGIES

Tyler Lewis
cc: BP 19-160

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EXHIBIT B-6

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:		Tyler Lewis _____ (Name) TAB Technologies, LLC _____ (Company) 5321 Industrial Oaks Blvd., #124, Austin, TX, 78735 _____ (Address) 512-318-8253 _____ (Cell #) tlewis@tab-tech.com _____ (Email)
B. Subcontractors:		None – we 100% self-perform our work
1.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
2.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
3.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
4.		_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)