

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

TFC CONTRACT NO. 18-112-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1 (hereinafter referred to as the "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 TAB Technologies, LLC located at 3901 South Lamar Boulevard, Suite 130, Austin, Texas 78704 (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 HVAC testing, adjusting and balancing services for mechanical renovations projects at the William P. Clements Building, located at 300 West 15th Street ("WPC"); the Robert E. Johnson Building, located at 1501 Congress Avenue ("REJ"); and the Central Services Building, located at 1711 San Jacinto Boulevard ("CSB"), all in Austin, Texas. Services shall be performed in accordance with the National Environmental Balancing Bureau Procedural Standards for scopes of service indicating in the MEP drawings and specifications. Services include, but are not limited to: (i) WPC – (a) testing and balancing for three (3) chilled water pumps, three (3) condenser water pumps, two (2) water-cooled chillers, one (1) exhaust fan, and one (1) variable air volume box; (ii) REJ - (a) pre-audit testing and balancing for seven (7) existing chilled water pumps and four (4) existing water-cooled chillers, (b) post-construction testing and balancing for one (1) new air-cooled chiller, five (5) new condenser water pumps, two (2) new chilled water pumps, four (4) new counter-flow cooling towers, and four (4) existing water-cooled chillers; (iii) CSB – (a) measure air flow of hot deck supply fan on first floor, (b) measure air flow of cold deck supply fan on second floor, (c) measure air flow of relief fan on second floor, (d) open hot water control valve 100% and measure hot water flow through coil, (e) open chilled water control valve 100% and measure chilled water flow through coil, (f) measure air flow of supply fan, (g) measure outside air flow, (h) measure water flow through hot water and cold water coils, and (i) measure relief air flow for relief air fan (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated November 6, 2017, attached hereto and incorporated herein for all purposes and consisting of one (1) page.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than August 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 Thirty Five Thousand Three Hundred Twenty Three and No/100 Dollars (\$35,323.00). 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. 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.

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

TAB TECHNOLOGIES, LLC

By:  _____

Kay Molina

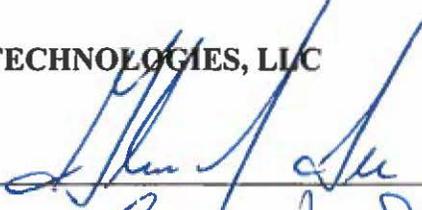
General Counsel

Date of execution: 1/12/18

NRG G.C.

ymk Dir.

m D.E.D.

By:  _____

Print Name: Gusman J Sos

Title: President

Date of execution: 1/12/18

TFC CONTRACT NO. 18-112-000

EXHIBIT A-1

TAB TECHNOLOGIES, LLC

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED NOVEMBER 6, 2017



November 6, 2017

Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, TX 78701

ATTN: Dorothy Spearman

RE: TFC 16-17 DM 7 Building Project – BP #2 REJ, BP #3 WPC, CSB Pre-TAB Audit

Dorothy,

We are pleased to quote the testing, adjusting and balancing (TAB) of the HVAC systems on the referenced project as tabulated below, less tax:

BP #2 REJ:	\$11,522.00
BP #3 WPC:	\$6,229.00
CSB Pre-TAB Audit:	<u>\$14,057.00</u>
Total:	\$31,808.00

CLARIFICATIONS:

- All TAB activities will be performed in accordance with the current edition of the National Environmental Balancing Bureau (NEBB) Procedural Standards.
- The TAB scope is per the matrix dated 8-18-17, BP #2 100% contract drawings & specs dated 9-11-17, BP #3 90% contract drawings & specs dated 8-7-17, and CSB Pre-TAB Audit email scope provided 11-2-17.

EXCLUSIONS:

- Overtime & afterhours. If afterhours are required for the CSB, add **\$3,515.00**.
- Commissioning
- Temporary equipment – this equipment is not included in the TAB scope matrix.
- 23 05 93 specified sound, vibration, and duct leakage testing.

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

Respectfully submitted,
TAB TECHNOLOGIES

A handwritten signature in black ink, appearing to read 'Tyler Lewis', is written over a horizontal line.

Tyler Lewis
cc: BP 17-173

TFC CONTRACT NO. 18-112-000

EXHIBIT B-1

TAB TECHNOLOGIES, LLC

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

