

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

TFC CONTRACT NO. 18-115-000

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 Terracon Consultants, Inc. located at 53078 Industrial Oaks Boulevard, Suite 160, Austin, Texas 78735 (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 asbestos investigation, abatement work plan and air quality testing for the Lyndon B. Johnson State Office Building located at 111 East 17th Street, Austin, Texas 787701. Services are addition to those commenced under TFC Contract No. 14-106-000, Assignment No. 18. Services shall include, but are not limited to: (a) on-site inspection/air monitoring including collection and analysis of up to ten phase contracts microscopy (PCM) samples per day; (ii) project management including coordination and other project related work; and (iii) report preparation and submission to TFC (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-1,” PSP’s IDIQ Assignment No. 1 Proposal dated November 1, 2017, 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. 1 shall be completed no later than September 30, 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. 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 Thirteen Thousand Seven Hundred Fifty and No/100 Dollars (\$13,750.00). 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.

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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

TERRACON CONSULTANTS, INC.

By: [Signature]

By: [Signature]

Kay Molina

Print Name: James C. Bierschwale

General Counsel

Title: Vice President

Date of execution: 11/14/12

Date of execution: 11/0/17

NRG G.C.

YAK Dir.

DE D.E.D.

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EXHIBIT A-1

TERRACON CONSULTANTS, INC.

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



November 1, 2017

Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Boulevard
Austin, TX 78701

Attention: Mr. F. Keith Hall - Sr. Project Manager

Telephone: 512-463-7690
Mobile: 512-804-8678
E-Mail: keith.hall@tfc.state.tx.us

RE: Proposal for Additional Asbestos Consulting Services
Lyndon B. Johnson Office Building
5th and 7th Floors (Throughout Except Stairwells) and
1st, 6th, and 11th Floors (Restrooms)
101 East 17th Street
Austin, Texas 78701
Terracon Proposal No. P96167079 Revision 3

Dear Mr. Hall:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide additional asbestos consulting services for the project in the Lyndon B. Johnson (LBJ) State Office Building at the above-referenced location. Terracon understands the project is to facilitate comprehensive interior renovations on the 5th and 7th Floors of the LBJ Building in Austin, Texas. Additionally, the interior portions of the restrooms on the 1st, 6th, and 11th Floors will be added to the scope of the project in phases in order to facilitate renovation activities and/or to allow access for mechanical upgrades and repairs. The additional scope of services are intended to meet state and federal requirements for abatement projects conducted prior to renovation of public buildings. Terracon proposes to provide additional air monitoring services during abatement as part of the scope of work in this proposal.

PROPOSED SCOPE OF ADDITIONAL SERVICES

Terracon will provide a licensed asbestos consultant and technicians, who will be available for periodic inspections and air sampling throughout the duration of the removal project. The asbestos consultant will coordinate operations for the client and provide abatement project management for the duration of the project. Critical visual inspections conducted prior to the start of work and at the completion of abatement, prior to encapsulation, will be conducted by the consultant or a qualified project manager delegated by the consultant. Air monitoring will be conducted throughout the abatement activities and following the completion of abatement

Terracon Consultants Inc. 5307 Industrial Oaks Blvd. Suite 160 Austin, TX 78735

P 512-442-1122 F 512-442-1181 terracon.com



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operations. The project will require approximately one hundred sixty (160) hours of additional on-site air monitoring/project management for removal of asbestos-containing drywall construction materials to accommodate renovations and/or mechanical upgrades and repairs during weekend removal activities in the restrooms on the 1st, 6th, and 11th Floors which were not included as part of the original scope of services for the 5th and 7th Floors.

The air samples collected during the work periods and following completion of the removal operations will be analyzed on-site by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

PROJECT BUDGET

The project budget is based on the anticipated scope of work as outlined above. The following is an estimate based upon available data and will not be exceeded without Client approval.

ESTIMATED ADDITIONAL PROJECT COST	
DESCRIPTION	COST
On-site Inspection/Air Monitoring (includes collection and analysis of up to ten PCM air samples/day) – \$75/hour (estimate 160 hours)	\$12,000.00
Project Management (includes project coordination and other project related work) - \$125/hour (estimate 8 hours)	\$1,000.00
Report Preparation - \$75/hour (estimate 10 hours)	\$750.00
Total Estimate Cost	\$13,750.00

The Client should be aware that the Texas Department of State Health Services (TDSHS) will assess notification fees based on the quantity of asbestos removed. An asbestos reporting unit (ARU) is each 160 square feet or 260 linear feet of asbestos-containing material to be removed. An invoice (based on a rate of \$30 per ARU) will be sent to the Owner of the property by the TDSHS for each original notified project. A phased notification may be submitted to incorporate the work as long as no more than 30 days pass from the time of final air clearance from one phase to the start of the next phase, the abatement work is performed by one contractor, and the overall dates do not encompass more than one calendar year. The notification fee cannot be estimated at this time but would ultimately depend on the quantity of asbestos to be removed

Terracon's invoice will be submitted to the client upon completion of the proposed services. If conditions are encountered at the site which require significant changes in the scope of services or a significant increase in the anticipated number of hours necessary which will increase the

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Terracon

cost of the project, you will be contacted for discussion and approval of such changes before we proceed.

GENERAL COMMENTS

The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be asbestos free.

The Scope of Work proposed in this proposal and the Proposal for Services shall constitute the exclusive services to be performed for this project.

We appreciate the opportunity to provide this revised proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please call.

Sincerely,
Terracon Consultants, Inc.



Richard Ian Howes
Individual Asbestos Consultant
TDSHS License No.: 105406
rihowes@terracon.com



Mitch Stogner
Individual Asbestos Consultant
TDSHS License No.: 105648
mwstogner@terracon.com

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TERRACON CONSULTANTS, INC.

EXHIBIT B-1

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:		<u>Richard Ian Howes</u> (Name) <u>Terracon Consultants, Inc.</u> (Company) <u>5307 Industrial Oaks Blvd., Ste. 160, Austin, TX</u> (Address) <u>(512) 680-4062</u> (Cell #) <u>Ian.Howes@terracon.com</u> (Email)
Terracon Inspectors		<u>Mitch Stogner</u> (Name) <u>Terracon Consultants, Inc.</u> (Company) <u>5307 Industrial Oaks Blvd., Ste. 160, Austin, TX</u> (Address) <u>(512) 653-4138</u> (Cell #) <u>Mitch.Stogner@terracon.com</u> (Email)
		<u>Kenneth Williamson</u> (Name) <u>Terracon Consultants, Inc.</u> (Company) <u>5307 Industrial Oaks Blvd., Ste. 160, Austin, TX</u> (Address) <u>(512) 563-8439</u> (Cell #) <u>Kenneth.Williamson@terracon.com</u> (Email)
		<u>Robert Dyer</u> (Name) <u>Terracon Consultants, Inc.</u> (Company) <u>5307 Industrial Oaks Blvd., Ste. 160, Austin, TX</u> (Address) <u>(512) 636-4194</u> (Cell #) <u>Robert.Dyer@terracon.com</u> (Email)
		<u>Michael Jenkins</u> (Name) <u>Terracon Consultants, Inc.</u> (Company) <u>5307 Industrial Oaks Blvd., Ste. 160, Austin, TX</u> (Address) <u>(281) 382-8135</u> (Cell #) <u>Michael.Jenkins@terracon.com</u> (Email)
B. Subcontractors:		No Subcontractor Personnel will be on site
	1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)