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

TFC CONTRACT NO. 18-115-000

ASSIGNMENT NO. 3

THIS INDEFINITE DELIVERY INDEFINITE QUANTIY ASSIGNMENT NO. 3 (hereinafter referred to as the "Assignment No. 3" 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 5307 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, mold testing, design and monitoring services for the Texas Department of Public Safety ("DPS") Midland Crime Laboratory, located at 2405 South Loop 250 West, Midland, Texas 79703. Services shall include, but are not limited to: (i) develop site-specific asbestos abatement plans and specifications defining practices, procedures and inspection protocols; (ii) provide abatement project management and air monitoring services for the duration of the abatement project, including visual inspections prior to the start of work and at completion but prior to encapsulation; (iii) prepare and submit a final report to TFC including a description of the project activities and results of the air sampling program (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-3," PSP's IDIQ Assignment No. 3 Proposal dated November 27, 2017, attached hereto and incorporated herein for all purposes and consisting of five (5) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 3 shall be completed no later than August 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. 3.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 3.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 3 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. 3 shall not exceed Twenty Four Thousand Seven Hundred Thirty Four and 50/100 Dollars ($24,734.50). 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. 3, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of PSP Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-3."

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

By:_____

Kay Molina

General Counsel

Date of execution: 12/15/12

___ G.C.

MW Dir.

___ D.E.D.

TERRACON CONSULTANTS, INC.

By:_____

James G. Bierschwale

Vice President

Date of execution: 12/11/17

TFC Contract No. 18-115-000

Exhibit A-3

Terracon Consultants, Inc.

PSP's IDIQ Assignment No. 3 Proposal dated November 27, 201717

Terracon

Reissued November 27, 2017

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

Attention: Mr. Daniel Yen - Project Manager

Telephone: 512-463-8320
Mobile: 512-872-9623
E-Mail: daniel.yen@tfc.state.tx.us

RE: Proposal for Asbestos Consulting Services
Department of Public Safety, Midland District Office – Crime Lab Renovations
2405 South Loop 250
Midland, Texas 79703
Terracon Proposal No. PAR177249

Dear Mr. Yen:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos consulting services for the renovation project to be conducted at the Department of Public Safety (DPS) Building at the above-referenced location. Terracon understands the purpose of this project is to facilitate interior renovations for the crime lab area. The scope of services is intended to meet state and federal requirements for abatement projects conducted prior to renovation of public buildings. Terracon proposes to prepare abatement plans and specifications, provide air monitoring services during abatement, and prepare project closeout documents following abatement operations as the scope of work in this proposal. Terracon previously conducted asbestos survey activities in the building (Terracon Project No. AR177041), report dated September 15, 2017.

PROPOSED SCOPE OF SERVICES

Task 1 - Asbestos Abatement Design

Terracon will develop site-specific asbestos abatement plans and specifications for the removal and disposal of asbestos containing materials identified in the renovation area associated with the building located onsite. The specifications will be developed based on the previously referenced asbestos inspection report and project drawings dated

August 3, 2017 provided to Terracon by Mr. Jared Higgins with Parkhill Smith and Cooper. Terracon understands the scope of the proposed renovations will include:

- The floors and walls in the crime lab area and adjacent lecture room,
- The thermal pipe insulation in the central mechanical room,
- The interior walls of the west men's (#106) and women's (#107) restrooms associated with the plumbing upgrades.

The specifications will be prepared by a TDSHS Licensed Individual Asbestos Consultant in accordance with current local, state and federal regulations. Electronic copies of the documents will be provided to the Client and to the Abatement Contractor selected to perform the abatement work. The specifications will define abatement practices, procedures and inspection protocols.

Task 2 – Project Implementation

Terracon will provide a licensed asbestos consultant and air monitoring technician/project manager (AMT/PM) who will be available for periodic inspections and air sampling throughout the duration of the removal project. The asbestos technician will coordinate operations for the Client and provide abatement project management. Critical visual inspections conducted prior to the start of work and at the completion of abatement, but prior to encapsulation, will be conducted. Air monitoring will be conducted throughout the abatement activities and following the completion of abatement operations.

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.

Task 3 – Final Project Report

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project activities, and results of the air sampling program.

PROJECT SCHEDULE

Terracon is prepared to commence work within 5 business days of receiving the executed Purchase Order. The building walkthrough and contractor coordination may occur within 5 business days of authorization and the abatement specification will be prepared within 10 business days of authorization. The awarded asbestos abatement contractor will be responsible for filing and managing the TDSHS 10-day notification. Final report documents for the project will be delivered to the client within 15 days of

receipt and acceptance of the Abatement Contractor's final Project Submittal Documents.

PROJECT BUDGET

The project budget is based on the anticipated scope of work as outlined above. Task 1 is presented as a lump sum and the remaining tasks are presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. The following is an estimate based upon available data and will not be exceeded without Client approval. Work involved in the project may be authorized on a Task by Task basis.

Department of Public Safety District Office – Midland, Texas

• Task 1 -	Asbestos Abatement Design Documents (Lump Sum)	$1,250.00
	Prebid Site Walkthrough and Contractor Coordination 8 hours @ $125.00/hour	$1,000.00
• Task 2 -	Project Implementation On-Site Inspection/Air Monitoring (includes collection and analysis of up to eight PCM air samples/day), 18 days @ $850.00 per 10-hour day	$15,300.00[1]
	Asbestos Abatement Project Management (includes preparation of TDSHS notification, and report review, estimate 20 hours @ $125.00/hour	$2,500.00
	Mobilization to and from Midland, Texas Four round trips-Truck (1,000 miles @ $0.535/mile = $267.50) TDSHS Licensed AMT-PM (8 hours @ $85/hour = $680.00)	$947.50
	Maximum Reimbursable Expenses - Hotel and Per Diem (Hotel: 1 rm x 17 nights @ (GSA) $105.00/night = $1,785.00) (Per Diem: for 18 days @ $64.00/day = $1,152.00)	$2,937.00
• Task 3 -	Final Project Documentation Report Preparation, estimate 5 hours @ $110.00/hour	$550.00
	Consultant Review, estimate 2 hours @ $125.00/hour	$250.00
	Estimated Project Consulting Costs:	**$24,734.50**

1- Based on the estimate of eighteen (18) 10-hour working days to complete abatement. This schedule is subject to change based on the abatement contractors' schedule and performance of the scope of work. Additional days on-site will be invoiced at the quoted daily rate and subject to additional Project Management fees. Hours on-site in excess of 10 hours/day will be invoiced at $125.00 per hour. Any additional days or hours will be approved by Client in writing.

The Client should also be aware that TDSHS will assess notification fees based on the quantity of asbestos removed. The fee for this project is based on a formula ($30/ARU, an ARU is each 160 sq. ft. or 260 ln. ft. of asbestos-containing material) and an invoice will be sent to the Owner of the property by the TDSHS.

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

CONDITIONS

Items to be provided by the client include:

- The legal right-of entry to conduct the assessment.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the building layout such as a scaled architect's drawing or construction drawing (if available) will be provided to Terracon.

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 and accompanying limitations agreed to in the Indefinite Quantity Professional Services Agreement (TFC Contract No. TFC IDIQ Contract No. 18-115-000) shall constitute the exclusive services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

Terracon

We appreciate the opportunity to provide this 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.

Adam G. Finger
Project Manager
Individual Asbestos Consultant
TDSHS License No. 105772

Richard Ian Howes
Senior Associate
Individual Asbestos Consultant
TDSHS License No. 105406

TFC Contract No. 18-115-000

Terracon Consultants, Inc.

Exhibit B-3

List of PSP Project Manager and Subcontractors

Midland DPS Consulting Services

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

A. PSP Project Manager:		Adam Finger (Name) Terracon Consultants (Company) 5827 50th Street (Address) Suite 1 (Cell #) Lubbock, Texas 79424 (Email)
B. Subcontractors:		
	1.	Chad McLaughlin (Name) AMT (Company) 1208 North 15th Street (Address) Temple, Texas 76501 (Cell #) 409 559-4181 (Email)
	2.	(Name) (Company) (Address) (Cell #) (Email)
	3.	(Name) (Company) (Address) (Cell #) (Email)
	4.	(Name) (Company) (Address) (Cell #) (Email)