

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

**TFC CONTRACT NO. 18-115-000**

**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 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 asbestos and lead-containing paint inspection services for Room 104 of the Sam Houston Building, located at 201 East 14<sup>th</sup> Street, Austin, Texas (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-5,” PSP’s IDIQ Assignment No. 5 Proposal dated February 27, 2018, 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. 5 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. 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 One Thousand Seven Hundred Forty and No/100 Dollars (\$1,740.00). 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. 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**

**TERRACON CONSULTANTS, INC.**

By: JSR

By: [Signature]

John S. Raff

Print Name: James G. Bierschwale

Interim Executive Director

Print Title: Vice President

Date of execution: 3.15.18

Date of execution: 3/16/18

NRG G.C.

MD Dir.

M D.E.D.

TFC Contract No. 18-115-000  
Terracon Consultants, Inc.  
Assignment No. 5  
Project No.: 17-025-6095

**TFC CONTRACT NO. 18-115-000**

**EXHIBIT A-5**

**PSP'S IDIQ ASSIGNMENT NO. 5 PROPOSAL DATED FEBRUARY 27, 2018**

February 27, 2018



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

Attention: Mr. Daniel Yen, MBA, PMP, CTCM, RID, LEED AP

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

Re: Proposal for Limited Path-of-Construction  
Asbestos and Lead-containing Paint Survey  
201 East 14th Street  
Austin, Texas 78701  
Terracon Proposal No. P96177927 Revision 1

Mr. Yen:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide limited asbestos and lead-containing paint inspection services at the above-referenced location. We understand the purpose of this survey is to identify asbestos-containing materials (ACM) and lead-containing (LCP) in select areas where renovations to mechanical, electrical, and plumbing (MEP) systems and architectural finishes are planned (as needed) at the Sam Houston Building (SHB) - (TFC Project No.: 17-025-6095; TFC Project Name: DIR SHB Room 140 Renovation). The scope of services is intended to meet state and federal requirements for asbestos and lead inspection projects conducted prior to renovation or demolition of public buildings. Terracon understands that you will issue a Purchase Order and arrange site access to conduct the limited survey if this proposal is accepted.

## **PROPOSED SCOPE OF SERVICES**

### **Task 1 - Asbestos Inspection Services**

Terracon will mobilize a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector to conduct a limited asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS Texas Asbestos Health Protection Rules. Terracon will conduct a visual assessment of the selected building areas to identify materials suspected of containing asbestos (suspect ACM). Suspect materials will be physically assessed

for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis.

Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86. Some isolated damage to building materials will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for preparation, repair and/or repainting of sampled locations.

We have not had the opportunity to visit the portions of the building where renovations are planned prior to preparation of this proposal, however we have reviewed the provided demolition drawings and estimate up to twenty-four (24) samples will be collected for analysis as part of the limited asbestos inspection in the path-of-construction associated with the planned repairs to the MEP systems and architectural finishes in the Sam Houston Building. The homogeneous materials which will be sampled in this investigation may include, but will not be limited to: HVAC duct mastic, AHU body insulation and mastic, thermal system insulation and mastic, drywall construction, plaster, flooring, ceiling tile, roofing, and other miscellaneous materials.

The scope of the survey will be confined to rooms and areas accessible on the day the limited survey work is conducted but is intended to access only specific interior and exterior areas associated with the Room 140 renovations to be affected by the planned repairs to the MEP systems and architectural finishes (as needed). Sampling cannot be conducted in rooms or areas that are not made available for inspection, and will not be conducted if the materials are inaccessible due to physical barriers, confined spaces or if they cannot be safely reached with available ladders.

A NVLAP accredited and TDSHS licensed laboratory will analyze suspect asbestos bulk material samples by visual estimation utilizing polarized light microscopy (PLM) protocol. When PLM sample results of friable materials are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative point counting technique, or that the material be considered ACM and subject to NESHAP regulations.

If PLM analysis reveals the presence of asbestos within this range for friable materials, Terracon will contact the Client to discuss the merits of point count analysis. Client approval will be obtained before authorizing re-analysis if additional costs will be incurred.

## **Task 2 - Lead-Containing Paint Materials Survey**

Terracon will mobilize an Environmental Protection Agency (EPA) accredited and Texas Department of State Health Services (TDSHS) certified Lead Inspector to conduct sampling of

suspect paint materials associated with the interior and exterior areas of the building where renovations are planned to identify areas of potential lead-containing paint (LCP) materials and to quantify all paint materials found to contain lead.

The lead sampling will be conducted in accordance with TDSHS Lead Reduction Rules and in general accordance with Housing and Urban Development (HUD) protocol. Some isolated damage to structure surfaces will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for the paint repair of sampled areas.

We have not had the opportunity to visit the site, however we have reviewed the provided demolition drawings and we estimate up to ten (10) bulk paint chip samples will be collected from the interior areas and exterior elevations associated with the planned renovations at the Sam Houston Building. An American Industrial Hygiene Association (AIHA) accredited laboratory will analyze the bulk paint chip samples utilizing Atomic Absorption Spectrometry (AAS Flame) protocol.

We do not anticipate any wipe or soil samples will be collected or that any samples will be submitted for TCLP analysis at this time.

Results of the sampling and analytical program are intended to give an indication of the presence, amount and condition of paint materials which contain lead.

## **REPORT**

Terracon will prepare a written report describing the sampling methodology and the results of the limited asbestos and lead-containing paint survey. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated condition of materials identified as ACM and/or LCP. No AutoCAD drawings depicting the location and extent of ACM/LCP or estimates of ACM/LCP removal costs will be provided in the report unless specifically requested in advance by the Client. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the Client.

## **SCHEDULE**

Terracon is prepared to schedule this work upon receipt of an executed Purchase Order/Work Order and when site access can be arranged and confirmed. The on-site limited inspection and sample collection will require approximately three (3) hours to complete. The laboratory analysis of the samples will require approximately three to five (3-5) additional working days following sample receipt by the laboratory. A verbal report of the analysis results can be given to the Client if requested and the completed limited inspection report will be delivered to the Client within ten (10) working days of receipt of laboratory analysis results. If a more rapid

turnaround is required, please contact our office so that we can discuss alternatives to perform the project on an accelerated basis.

## PROJECT BUDGET

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

- Task 1- Limited Asbestos-Containing Building Materials Survey:
 

On-site collection of bulk samples,	
Inspector, \$85.00/hour (estimate 3.0 man hours)	\$ 255.00
PLM laboratory analysis, 24 samples at \$15.00/sample	\$ 360.00
Inspection report preparation,	
Project Manager, \$95.00/hour (estimate 2.0 hours)	\$ 190.00
Clerical, \$55.00/hour (estimate 2.0 hours)	\$ 110.00
Consultant Review, \$150.00/hour (estimate 1.0 hour)	\$ 150.00
  
- Task 2- Limited Lead-Containing Paint Survey:
 

On-site collection of bulk samples,	
Inspector, \$85.00/hour (estimate 3.0 man hours)	\$ 255.00
AAS laboratory analysis, 10 samples at \$15.00/sample	\$ 150.00
Inspection report preparation,	
Project Manager, \$95.00/hour (estimate 1.0 hour)	\$ 95.00
Clerical, \$55.00/hour (estimate 1.0 hour)	\$ 55.00
Senior Review, \$150.00/hour (estimate 1.0 hours)	<u>\$ 150.00</u>
<b>Estimated Total Project Cost:</b>	<b>\$ 1,740.00</b>

**Additional samples, if required, will be invoiced at \$15.00 each, plus an appropriate quantity of labor at a rate of \$85.00 per hour. Point count analysis, if conducted, will be invoiced at the rate of \$50.00 per sample.**

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 samples which will increase the cost of the survey, 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 limited survey.
- 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 drawings (if available) will be provided to Terracon prior to site mobilization.

## 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.

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.**



Mitch Stogner  
Individual Asbestos Consultant  
TDSHS License No.105648  
[mitch.stogner@terracon.com](mailto:mitch.stogner@terracon.com)



Richard Ian Howes  
Individual Asbestos Consultant  
TDSHS License No.105406  
[ian.howes@terracon.com](mailto:ian.howes@terracon.com)

**TFC CONTRACT NO. 18-115-000**

**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:		<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)