

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TOM GREEN AND COMPANY ENGINEERS, INC.**

TFC CONTRACT NO. 18-056-000

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 Tom Green and Company Engineers, Inc. located at 3701 Executive Center Drive, Suite 258, Austin, Texas 78731 (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 third party mechanical, electrical and plumbing (“MEP”) peer review services for construction documents at design development and construction documents phases for deferred maintenance services at the William P. Hobby Building, located a 300 Guadalupe Street, Austin, Texas. Services shall include but are not limited to: (i) perform general quality control review of contract documents and milestone releases; (ii) perform design review for all disciplines to the extent requested by TFC; (iii) submit written reviews of document packages in specified formats as directed by TFC; and (iv) participate in construction phase design reviews of documents if and as requested by TFC (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-1,” PSP’s IDIQ Assignment No. 1 Proposal dated October 12, 2017, 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. 1 shall be completed no later than December 31, 2020, 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 Eighty Thousand and No/100 Dollars (\$80,000.00). 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.

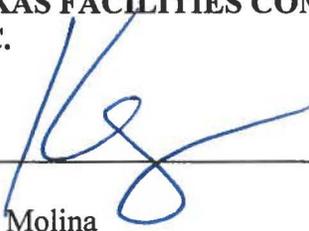
The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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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
INC.**

**TOM GREEN AND COMPANY ENGINEERS,
INC.**

By:  _____

By:  _____

Kay Molina

Cameron Labunski, P.E.

General Counsel

Senior Engineer

Date of execution: 12/15/12

Date of execution: 12-14-2017

 G.C.

 Dir.

 D.E.D.

TFC CONTRACT NO. 18-056-000

EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED OCTOBER 12, 2017

**Tom Green & Company
Engineers, Inc.**

October 12, 2017

PN 117929
CONFIDENTIAL

Mrs. Lissi Riedel, PMP, CCM, CTCM, LEED AP
Senior Project Manager
Texas Facilities Commission
1711 San Jacinto, Second Floor
Austin, Texas 78701

SUBJECT: Texas Facilities Commission – William P. Hobby (WPH) Towers I/II/III: Proposal for Third Party Review of DM 16-17 MEP Upgrades

Dear Mrs. Riedel:

We appreciate this opportunity to present our proposal for third party review for your William P. Hobby Towers I/II/III DM 16-17 MEP Upgrades project. We look forward to serving you and the Owner with timely and quality services.

As I understand the project, it consists of Third Party Review of all Architectural/Engineering discipline documents included in the Contract Document Deliverables for the WPH DM 16-17 project, located in Austin, Texas.

The WPH DM 16-17 MEP Upgrade project consists of upgrades to various MEP systems. It is understood that the purpose of the review is to address completeness, coordination and constructability of the A/E documents provided. Design of Systems for scopes of work are the responsibility of the Prime Professional AE and not a consideration of this Third Party review.

General scope and requirements of the A/E for design review, common to all disciplines/consultants:

1. Provide a general Quality Control review of contract documents and milestone releases as coordinated with the TFC Project Manager. The review will be limited to coordination between design disciplines, code compliance verification, constructability review and identification of potential technical questions.
2. Reviews are not intended as a design critique and will not involve (re)engineering the AE team's designs.
3. Design reviews will include all disciplines to the extent requested by TFC. TGCE will coordinate with TFC to determine respective disciplines' reviews requested.
4. Design Package Reviews will be completed within 10 working days of receiving the complete submittal packages.
5. Provide written reviews of document packages in formats (Word, Excel, PDF, etc.) as directed by TFC, with review meeting attendance if/as required to reconcile comments.
6. Participate in Construction Phase design reviews of documents if/as requested by TFC.

TFC NAC, Third Party Review

We believe an hourly approach with a budget best fits the largely varying level of effort required for this project. This approach provides both an upper-limit protection for the Owner as well as the assurance that the Owner receives the benefit of all design economies we experience. We have included our fees based on the information available to us at this time based on the TFC Project Manager's input, with the resulting initial hourly fee budget of \$80,000 for design review.

The work will be billable by effort expended based on hourly personnel costs in each billing period, with all unused portions of the fees returned to TFC or available for use by TFC for other tasks. Additional scope items requested by TFC beyond those included in this proposal may also be accomplished inside of this fee allocation, to the extent that fees are available. If scope items result in significant efforts beyond the available fee presented in this proposal, then the fee will require supplement to allow for compensation related to the effort expended.

Our normal hourly rates which apply to our Services are as follows: Principal Engineer, \$236.00 per hour; Senior Engineer, \$207.00 per hour; Staff Engineer, \$184.00 per hour; Engineer, \$170.00 per hour; Senior Designer, \$164.00 per hour; Staff Designer, \$151.00 per hour; Engineer-in-training, \$128.00; Designer, \$122.00 per hour; Designer/Drafter, \$107.00 per hour; Technical Assistant \$101.00 per hour; Drafter, \$99.00 per hour; Administration, \$93.00 per hour; Clerical, \$67.00 per hour. (These rates are subject to annual adjustment in accordance with our standard salary review practices.)

Reimbursables are not expected for this project and are not included.

If this Scope and Fee Reconciliation is acceptable to you, please provide an approval consistent with your normal procedures. Should there be any questions or requested changes, please contact me to go over them at your earliest opportunity.

We appreciate this opportunity to be of continued service to you and the TFC, and look forward to a successful project!

Sincerely,



Cameron Labunski, P.E.
Senior Engineer

Texas Firm Registration No. 2929
CL:cl

TFC CONTRACT NO. 18-056-000

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))**

<p>A. PSP Project Manager:</p>	<p><u>Cameron Labunski, P.E.</u> (Name) <u>Tom Green & Company Engineers, Inc.</u> (Company) <u>3701 Executive Center Drive, Ste. 258</u> (Address) <u>512-512-7714</u> (Cell #) <u>CAMERONL@TGCE.COM</u> (Email)</p>
<p>B. Subcontractors:</p>	
<p>1.</p>	<p><u>None for this assignment</u> (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>
<p>2.</p>	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>
<p>3.</p>	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>
<p>4.</p>	<p>_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)</p>