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INDEFINITE DELIVERY INDEFINITE QUANTITY PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TEXAS FACILITIES COMMISSION AND WALKER PARKING CONSULTANTS/ENGINEERS, INC.

TFC CONTRACT NO. 18-048-000

ASSIGNMENT NO. 4

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 4 (hereinafter referred to as "Assignment No. 4" 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 Walker Parking Consultants/Engineers, Inc. located at 700 Lavaca Street, Suite 1400, Austin, Texas 78701 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as performing a detailed assessment for the E.O. Thompson Building located at 920 Colorado Street, Austin, Texas 78701 (hereinafter referred to as the "Project"), as specifically depicted in "Exhibit A-4," PSP's IDIQ Assignment No. 4 Proposal dated October 2, 2019, attached hereto and incorporated herein for all purposes and consisting of seven (7) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 4 shall be completed no later than December 31, 2020unless 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. 4.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 4.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 4 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. 4 shall not exceed the sum of One Hundred Nineteen Thousand Three Hundred Ten and No/100 Dollars

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($119,310.00). No more frequently than once per month, PSP 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. 4, 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-4."

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.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

DocuSigned by:
By: Mike Novak, Executive Director
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 11/23/2019 | 8:26 AM CST

GC

Dir

DED

WALKER PARKING CONSULTANTS / ENGINEERS, INC.

DocuSigned by:
By: [signature]
711E16A3D75A421...

Alfredo E. Bustamante

Principal & Director of Restoration

Date of execution: 11/23/2019 | 6:05 AM PST

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TFC Contract No. 18-048-000
Walker Parking Consultants/Engineers, Inc.
Assignment No. 4
Project Number 20-001-5160

EXHIBIT A-4

PSP'S IDIQ ASSIGNMENT NO. 4 PROPOSAL DATED OCTOBER 2, 2019

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WALKER
CONSULTANTS

13809 Research Blvd., Suite 559
Austin, Texas 78750
281.280.0068
walkerconsultants.com

October 2, 2019

Jay Franklin
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, Texas 78701

Re: Proposal for Ernest O. Thompson Building
Condition Assessment
920 Colorado St.
Austin, Texas 78701

Dear Mr. Franklin:

Walker Consultants (Walker) is pleased to submit for your review this proposal for performing a condition assessment of Ernest O. Thompson Building including the building envelope system, the visible structural system, mechanical, electrical, plumbing (MEP) equipment, as well as the architectural systems for the building located in Austin, Texas. This proposal provides an understanding of the project, objectives, and description of the proposed scope of services, schedule, and fee. This proposal is based on our initial site visits conducted on August 13, 2019 and August 20, 2019, as well as the existing documents provided to us on August 20, 2019.

PROJECT UNDERSTANDING

The Ernest O. Thompson Building is an office building located at 920 Colorado Street in Austin, Texas. The building was constructed circa 1940 and has had additions made to the building since that time. The building is approximately 136 feet tall with eleven above-grade levels and one below-grade (basement) level. The building is clad with granite and limestone panels at Levels 1 and 2, and brick masonry cladding at Levels 2 through 11. The original punched window openings were reportedly operable at the time of construction and consist of single-pane glass. However, the windows were sealed, and the property management prefers the future repair to maintain the windows in a non-operable state. There are four roofs over occupied space and a south loading dock canopy with a ballast built up roof system on this building. One small roof is located above Level 2 along the south elevation, the other three roofs are located at the main roof above Level 10, Level 11 and at the top of the penthouse. According to the on-site property managers, the below-grade basement level water intrusion condition was improved after previous storm drain cleaning and repair. The structural system consists of cast-in-place (CIP) concrete columns, pan-joist floors, and foundations.

OBJECTIVES

Walker's assessment objective is to determine the general condition of the building systems, make conceptual repair recommendations, and provide an opinion of the probable repair cost for the building including the building façade, roofs, structural, MEP, and interior finish systems. Our team will perform visual condition assessments with limited investigative openings into the cladding of the building. We will then prepare the priority matrix

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(referenced by Client via email dated September 26, 2019) with our findings, conclusions, conceptual repair recommendations, and opinion of cost from the condition assessment phase.

SCOPE OF SERVICES

Generally, restoration projects include the following four phases:

- Phase I – Condition Assessment
- Phase II – Repair Design and Preparation of Construction Documents
- Phase III – Bidding of Repair Contract
- Phase IV – Contract Administration and Monitoring

This proposal outlines our services for Phase I. Once we complete the scope of services for Phase I, we can issue a separate proposal to develop repair documents and perform construction phase services if warranted at the request of the Texas Facilities Commission (TFC).

To achieve the project objectives of the Phase I Condition Assessment, we propose the following scope of services:

PHASE I –CONDITION ASSESSMENT

PART I: BUILDING ENVELOPE SYSTEM

TASK 1 – REVIEWS AND INTERVIEWS

1. Review of available as-built architectural drawings to get familiarized with the design intent of the exterior wall cladding. We will also use copies of the floor plans to document our findings.
2. Interview building maintenance staff and review available maintenance records to obtain information regarding previously reported water intrusion and distress along the exterior wall.

TASK 2 –FIELD ASSESSMENT

1. Perform limited visual assessment from roof levels, exterior ground level, and building interior where it is physically and visually accessible for the masonry cladding, windows, and roof systems. We assume that access to each of the office units in the building will be coordinated by the Client.

TASK 3 – CLADDING EVALUATIONS

1. Perform a limited visual evaluation at three (3) investigative openings into the brick masonry cladding. Walker recommends conducting two (2) of the investigative openings along the south elevation at select window corners where the brick cladding out-of-plane displacement is most prominent. These opening locations will be accessed by a suspended scaffold and will include a window jamb-to-head transition corner above the lintel/shelf angle, as well as a window jamb-to-sill corner. The third investigative opening will be at the northwest corner of the southwest stair tower accessed by a boom lift. The existing brick cladding will be visually evaluated at the weather resistive barrier (WRB) level, if any, along with the existing window perimeter flashing condition, and through-wall flashing. Walker will select the investigative opening locations based on our onsite observations. For budgeting purposes, one (1) day of cladding investigative opening observations is included in the proposed fee.

   Walker will retain and coordinate with a subcontractor, Western Specialty Contractors, to provide access equipment and personnel to make the investigative openings, perform temporary waterproofing repairs

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as necessary, and reinstall the brick cladding after the evaluation is complete. This proposal includes the fee for the contractor support services and access equipment noted above.

TASK 4 – ANALYSIS AND REPORT

1. Evaluate the data obtained from Tasks 1 through 4 to determine the current conditions and existing deficiencies of the exterior cladding, window, and roofing systems.
2. Prepare priority matrix spreadsheet with our findings, conclusions, conceptual repair recommendations, and opinion of the probable repair cost based on our conceptual repair recommendations.
3. Attend one teleconference meeting with the building management team to discuss the report findings and conceptual repair recommendations for building envelope and structural parts.

PART II: SRUCTURAL SYSTEM

TASK 1 – REVIEW AND INTERVIEWS

1. Review available and relevant drawings for information pertaining to the structural system at the building.
2. Interview individuals familiar with the property to obtain a general understanding of the building and the distress condition includes when does the distress first occurred, how it has progressed, and obtain any other relevant information.

TASK 2 – FIELD ASSESSMENT

1. Visually observe readily accessible areas of the structure and document the distress conditions observed. We assume that access to each of the office units in the building will be coordinated by the Client.

TASK 3 – ANALYSIS AND REPORT

1. Evaluate the data obtained from Tasks 1 and 2 to determine the current conditions and existing deficiencies of the structure.
2. Prepare priority matrix spreadsheet with our findings, conclusions, conceptual repair recommendations, and opinion of the probable repair cost based on our conceptual repair recommendations.
3. Attend one teleconference meeting with the building management team to discuss the report findings and conceptual repair recommendations for building envelope and structural parts.

PART III: ARCHITECTURAL SUBCONSULTANT'S BASIC SERVICES

1. Architectural Condition Assessment by Carter Design Associates (CDA):
   a. Interior architectural building systems and materials, including partitions, interior doors, fittings, stair construction, and elevators;
   b. Building and accessibility code deficiencies;
   c. Building finishes, including walls, floors and ceilings;
   d. Coordination with building envelope specialists, MEP and structural engineers including interior manifestations of envelope failure – doors, walls and windows; cosmetic condition of plumbing fixtures, air distribution fittings, light fixtures; and
   e. Architectural manifestations of operation and other deficiencies identified by TFC maintenance personnel and State Fire Marshal.
2. Performance of on-site investigations, review of existing design documents, verification and validation of items in existing reports made available by TFC. It is understood that past independent building assessment reports and determinations will not be made available to the current assessment team.
3. Review and incorporate into the final report any hazardous building materials (HBM) reports, testing and abatement information provided by Owner. If the reports do not exist, it is assumed Owner will contract separately for that work, the subsequent findings and report will be incorporated into the final

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assessment. CDA will notify the Owner if materials or construction conditions likely to contain HBMs are observed and incorporate information from observations into the final assessment.

4. Review and incorporate into final assessment, the latest State Fire Marshal deficiency lists and findings.
5. Coordination with TFC building managers and maintenance operators to identify and document previously unknown building deficiencies list(s) requested for correction. TFC will provide the A/E team with current, TFC generated reports and other information generated by TFC personnel and property managers.
6. Coordinate the integration of Work of Architectural Items of Work with other project consultants (A/E Team) to allow the A/E Team to accurately describe, prioritize and provide Opinion of Probable Cost (OPC) for specific deficiency improvements that cross disciplines and responsibilities.
7. Provide OPC for architectural items to be included in overall OPC for deficiencies and remediation and or repair recommendations.
8. Actively participate in project meetings with TFC and the A/E team to provide updates on assessment findings, discuss design and budgetary impacts, and maintain communication on our overall progress. It is anticipated that a maximum of three (3) assessment phase meetings will occur throughout the period of performance, with each meeting lasting approximately 2 hours.
9. Review work of all disciplines and coordinate required work to maintain eligibility for listing on the National Register of Historic Places. Prepare technical memo describing historic features to be retained and the implication on repair and remediation scopes.
10. All reports will be delivered electronically. No hard card copies of the reports are included. If hard copies are required, the cost will be invoiced as a reimbursable expense.
11. CDA will coordinate Building Code and Texas Accessibility Standard requirements that affect Life Safety and Fire with other members of the A/E Project Team and understand the most stringent requirements will prevail.

Exclusions: Part III covers interior architectural building assessment only. The proposal assumes the following conditions and exclusions.

1. CDA is in receipt of all of the documents provided by TFC. Full measured and as-built drawings of the building and assemblies are not part of the scope of this project. CDA will make note of discrepancies between the Owner supplied drawings and field observations and inform TFC. Furniture counts and condition are not part of the scope of this project.
2. CDA will incorporate our assessment into the overall report prepared by the A/E Team, using a template provided by TFC and used by the entire A/E Team. A general condition assessment is included as Work of this Project. Work does not include a historic structures, reuse, or exhaustive written report. Information will be recorded and annotated on TFC provided building backgrounds and through the use of the provided TFC spreadsheet-based condition evaluation.
3. CDA will coordinate interior observations relating to other disciplines as appropriate to provide integrated information to the Owner.
4. The proposed fee includes normal travel expenses within the greater Austin area, in house reproduction and printing, courier, delivery and postage costs associated with basic services.
5. Assessment for and/or submission concerning LEED or other sustainable/green rating system evaluations is not included.

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PART IV: MEP SUBCONSULTANT'S BASIC SERVICES

The scope of MEP condition assessment work is based upon a preliminary site walk performed by Hollingsworth Pack on August 21, 2019, and includes mechanical, electrical, and plumbing engineering services for the creation of a MEP assessment report for the existing historical Ernest O. Thompson building. Based upon the information received, the Part IV scope of work includes the following services:

1. Review existing MEP systems throughout the building. Perform verification site visits to determine existing equipment conditions, code compliance issues, and potential life safety hazards.
2. Provide assessment of existing MEP systems based on client's Priority Hierarchy. Assessment report shall include a detailed report of existing equipment, opinion of the condition of equipment and utility distribution. In addition, the assessment will include recommendations regarding replacement, repair, and modifications to the existing MEP systems.
3. Review opinion of probable cost provided by third party consultant. Potential energy rebates will be considered as part of the probable costs.
4. Based on our site visits, Hollingsworth Pack will prepare the priority matrix spreadsheet related to the MEP systems that details the perceived condition of the MEP systems. It will be up to the Texas Facilities Commission representative to review these findings, along with the opinion of probable cost, to determine if existing building systems are to be upgraded or repaired, or demolished and replaced in their entirety.

Exclusions: Items listed below are specifically excluded from Part IV Scope, but can be provided by Hollingsworth Pack as an additional service.

1. MEP plans for permit, bidding or construction.
2. Testing of MEP equipment.
3. Estimates or opinions of repair/construction cost for building systems outside of MEP scope. It is assumed that MEP opinion of probable cost will be provided by a third party consultant hired by Hollingsworth Pack.
4. Exhaustive efforts to document and as-built existing MEP systems

LIMITATIONS

As stated in the above scope of services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

SCHEDULE

We are prepared to start the services outlined in the Scope of Services above within two weeks of written notice to proceed. The report can be prepared approximately within fourteen weeks after the field work is complete. If you have scheduling constraints that dictate that these schedules will not be satisfactory, please notify us and we will try to accommodate them.

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PROFESSIONAL FEE

Walker proposes to perform services for **Phase I** as outlined above based on lump sum unit price for each task including reimbursable expenses. At the TFC's request, we will provide a proposal for Phases II thru IV once we complete Phase I. Our services will be performed based on the terms and conditions of the attached IDIQ contract XXXXXXXX dated May 3, 2019. Should services outside of those listed in the scope of this proposal be required, Walker will provide the additional services on a time and expense using our standard billing rates.

XXXXXXXX No. 18-048-000

Novak for TFC

Bustamante for Walker

A summary of the estimated fees is shown in the following table:

Tasks	Proposed Fee
Building Envelope Condition Assessment	$ 18,700
Structural Condition Assessment	$ 13,500
Building Envelope Investigative Opening – Cladding Evaluation	$ 19,200
Investigative Opening Access	$ 12,200
Architectural Condition Assessment	$ 34,960
MEP Condition Assessment	$ 20,750
TOTAL LUMP SUM FEE PROPOSED	**$ 119,310**

Thank you for requesting this proposal from Walker Consultants to provide these services to Texas Facilities Commission. Please don't hesitate to email or call if you have any questions/comments regarding this proposal.

Sincerely,

WALKER CONSULTANTS

Fan Feng, PE, CDT, RRO, REWO

Building Envelope Consultant

Charles Hammond, P.E., S.E., C.W.I, LEED AP

Senior Restoration Consultant

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This proposal may only be accepted by execution of Assignment No. 4 under TFC IDIQ Contract No. 18-048-000

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

TFC

Authorized Signature _____

Printed Name _____

Title _____

Date _____

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TFC Contract No. 18-048-000
Walker Parking Consultants/Engineers, Inc.
Assignment No. 4
Project Number 20-001-5160

EXHIBIT B-4

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:		Charles P. Hammond (Name) Walker Consultants (Company) 13809 Research Blvd. Suite 559, Austin, Texas 78750 (Address) 956-367-5002 (Cell #) CHammond@walkerconsultants.com (Email)
B. Subcontractors:		
	1.	Donna D. Carter (Name) Carter Design Associates (Company) 817 West Eleventh Street, Austin, Texas 78701 (Address) 512-476-1812 (Cell #) admin@carterdesign.net (Email)
	2.	Brian D. Hockman (Name) Hollingsworth Pack (Company) 3801 S Congress Ave, Ste 110, Austin, Texas 78704 (Address) 512-275-6060 (Cell #) brian.h@holl-pack.com (Email)
	3.	Mackey Welch (Name) Western Specialty Contractors of America (Company) 602 South Loop 4, Suite A | Buda, TX 78610 (Address) 512-745-6427 (Cell #) Mackey Welch MackeyW@westernspecialtycontractors.com (Email)