

TFC Contract No. 18-096-000
Wood Environment & Infrastructure Solutions, Inc.
Amendment No. 1 Assignment No. 2
Project No.: 18-008-5093

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
AMENDMENT NO. 1 TO ASSIGNMENT NO. 2**

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY AMENDMENT NO. 1 TO ASSIGNMENT NO. 2 (hereinafter referred to as “Amendment No. 1 to Assignment No. 2”) 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 Wood Environment & Infrastructure Solutions, Inc. located at 3755 South Capital of Texas Highway, Suite 375, Austin, Texas 78704 (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).

RECITALS

WHEREAS, on September 21, 2017, Texas Facilities Commission and PSP predecessor, AMEC Foster Wheeler Environment and Infrastructure, Inc., entered into that one certain *Indefinite Delivery Indefinite Quantity Professional Services Agreement, TFC Contract No. 18-096-000* (hereinafter referred to as the “Agreement”); and

WHEREAS, on March 26, 2018, AMEC Foster Wheeler Environment & Infrastructure, Inc. filed a *Certificate of Amendment for Articles of Incorporation for Nevada Profit Corporations with the Nevada Secretary of State* in the amended name of Wood Environment & Infrastructure Solutions, Inc.; and

WHEREAS, June 7, 2018, Texas Facilities Commission and PSP executed Amendment No. 1 assigning the Agreement to PSP; and

WHEREAS, on August 23, 2018, TFC and PSP entered into Assignment No. 2 for the purpose of providing an asbestos survey prior to upcoming renovations at the Lyndon B. Johnson Building; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to Assignment No. 2 for the purpose of setting forth the terms and conditions for the provision of additional Professional Services for the Project and to extend the Duration of Assignment No. 2, all as more particularly set forth below;

NOW THEREFORE, the parties hereby agree as follows:

1. The Parties hereby agree to amend DESCRIPTION OF PROJECT to include as Additional Services, abatement monitoring as required on the 8th and 9th floors of the Lyndon B.

Johnson Building, as more particularly described in PSP's Proposal No. 400918AU11.02 and Estimated Fee Schedule, attached hereto and incorporated for all purposes as "Exhibit A-2-1," consisting of two (2) pages, which shall supplement "Exhibit A-2" incorporated by Assignment No. 2.

2. The Parties agree to amend DURATION OF ASSIGNMENT by deleting the paragraph in its entirety and replacing it with the following.

"DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 2 shall be completed no later than December 31, 2021, 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. 2."

3. The Parties agree to amend FEE FOR BASIC SERVICES, to reflect additional compensation in the amount of Thirty-Six Thousand Six Hundred Thirty and No/100 Dollars (\$36,630.00), by deleting the paragraph in its entirety and replacing it with the following.

"FEE FOR BASIC SERVICES: The fee for the services set forth in this Assignment No. 2 shall not exceed the sum of Seventy-Five Thousand Four Hundred Twenty-Five and No/100 Dollars (\$75,425.00). 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."

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4. Except as amended and supplemented by this Amendment No. 1 to Assignment No. 2, the terms and conditions of the Agreement and of Assignment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment No. 1 to Assignment No. 2 to be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

By: ^{DocuSigned by:}
Mike Novak, Executive Director
B1C9FC0A8020417...

By: ^{DocuSigned by:}
Trina Mullen, Associate Industrial Hygienist
33F28781C7434BA...

Mike Novak

Trina Mullen

Executive Director

Title: _____

Date of execution: 07/14/2020 | 3:57 PM CDT

Date of execution: 07/14/2020 | 3:55 PM CDT

PM ^{DS}
DU

GC ^{DS}
CR

Dir ^{DS}
MW

DED ^{DS}
JR

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EXHIBIT A-2-1

PSP's Proposal No. 400918AU11.02 and Estimated Fee Schedule



Wood Environment & Infrastructure Solutions, Inc.
3755 S. Capital of Texas Hwy, Ste 375
Austin, Texas 78704
T: 512-795-0360
www.woodplc.com

Mr. Daniel Yen, MBA, PMP, CTCM, RID, LEED AP
Project Manager
Facilities Design & Construction
Texas Facilities Commission

Subject: **Proposal for Additional Funding Abatement Consulting Services
LBJ Building Floors 8, 9, and 10
111 East 17th Street, Austin, Texas 78774
Wood Proposal No. 400918AU11.02 Additional Funding**

Dear Mr. Yen:

Wood Environment & Infrastructure Solutions, Inc. (Wood) appreciates the opportunity to present our proposal to the Texas Facilities Commission (TFC) for additional funding related to asbestos abatement consulting services at the Lyndon B. Johnson (LBJ) Building, Floors 8, 9, and 10.

Wood previously provided a cost estimate prior to verification of the location of asbestos-containing materials at the LBJ Building (Floors 8, 9, and 10), as requested by TFC. Based on results of our asbestos survey, we prepared abatement specifications as required by the Texas Department of State Health Services (TDSHS). Wood made assumptions based on available information prior to completion of the asbestos survey, that asbestos abatement activities would be completed within thirty (30) 10-hour shifts. Due to the availability and efficiency of the abatement contractor, asbestos abatement is expected to take and additional forty (40) 10-hour shifts.

Wood will perform the proposed additional asbestos abatement monitoring services on a **time and materials not to exceed price of \$36,630.00**. A breakdown of estimated costs for abatement services is also provided in the attached spread sheet entitled: Estimated Fees - Asbestos Abatement Consulting Services, LBJ Building, Additional Services.

Wood looks forward to our continued work on this project. Please contact us should you have any questions concerning these additional services or require adjustments to our approach.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

A handwritten signature in blue ink that reads "Trina Mullen". The signature is fluid and cursive.

Trina Mullen
Associate Industrial Hygienist
Licensed Asbestos Consultant No. 10-5687

Attachment: Estimated Fees - Asbestos Abatement Consulting Services, LBJ Building, Additional Services



Estimated Fees - Asbestos Abatement Consulting Services
LBJ Building Additional Services

Task Number	PROPOSED COST ESTIMATE (TIME AND MATERIALS)				
	TASK/ITEM	QUANTITY	RATE		AMOUNT
	DESCRIPTION		UNIT COST	UNITS	
1	Project Management				
	Project Manager	20	\$ 95.00	hr	\$1,900.00
	Admin II (Accounting, Office Support)	2	\$ 65.00	hr	\$130.00
	Subtotal Task 1				\$2,030.00
2	Laboratory Analysis				
	Laboratory Fees (PCM) - Asbestos Air Samples	200	\$ 3.00	each	\$600.00
	Subtotal Task 2				\$600.00
3	Onsite Monitoring				
	Asbestos Project Manager/Air Monitoring Technician	400	\$ 85.00	hr	\$34,000.00
	Subtotal Task 3				\$34,000.00
	TOTAL				\$36,630.00