

TFC Contract No. 18-096-000  
Wood Environment & Infrastructure Solutions, Inc.  
Assignment No. 4  
Project No.: 16-001-8801

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

**TFC CONTRACT NO. 18-096-000**

**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 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) 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 lead-in-paint testing at the Toddler Learning Center, Texas School of the Deaf located at 1102 South Congress Avenue, Austin, Texas 78704 (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-4,” PSP’s IDIQ Assignment No. 4 Proposal No. 400918AU05.01, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 4 shall be completed no later than December 31, 2019, 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. 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 Four Thousand Three Hundred Sixty-Four and No/100 Dollars (\$4,364.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services

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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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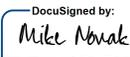
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**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, 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**

**WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
33F28781C7434BA...

Mike Novak

Trina Mullen

Executive Director

Associate Industrial Hygienist

Date of execution: 04/29/2019 | 12:26 PM CDT

Date of execution: 04/29/2019 | 12:23 PM CDT

NRG G.C.

MW Dir.

m D.E.D.

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**EXHIBIT A-4**

**PSP'S IDIQ ASSIGNMENT NO. 4 PROPOSAL NO. 400919au05.01**

TFC IDIQ Contract No. 18-096-000

Exhibit A-4



Wood Environment & Infrastructure Solutions, Inc.  
3755 S. Capital of Texas Hwy, Ste 375  
Austin, Texas 78704  
T: 512-793-0360  
[www.woodplc.com](http://www.woodplc.com)

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

Subject: **Proposal for Lead Abatement Consulting Services  
Texas School for the Deaf, Toddler Learning Center  
1102 S. Congress Avenue, Austin, Texas 78704  
Wood E&I Solutions Proposal No. 400919AU05.01**

Dear Mr. Yen:

Wood Environment & Infrastructure Solutions, Inc. (Wood E&I Solutions), formerly Amec Foster Wheeler Environment & Infrastructure, Inc., appreciates the opportunity to present our proposal to the Texas Facilities Commission (TFC) to provide Lead Abatement Consulting Services at the Texas School for the Deaf (TSD) Toddler Learning Center (TLC).

This proposal presents our approach to providing lead abatement consulting services using our multi-disciplinary capabilities and knowledge of lead abatements. The following sections present our Scope of Work, Schedule, and Fee Estimate.

### **Background**

It is our understanding, as part of the ongoing campus wide renovations at the TSD, that exterior windows located at the TLC will be removed and replaced. According to a lead-based paint (LBP) survey performed by others, the beige/brown paint located on exterior window sills, casings and frames contains approximately 3.1% lead by weight, and is therefore considered LBP according to the Environmental Protection Agency (EPA), the Housing and Urban Development (HUD) and the Texas Department of State Health Services (DSHS). According to regulations published by these Federal and State agencies, LBP is defined as any paint or coating containing 0.5% or more lead by weight. Since the TLC is considered a child-occupied facility, these Federal and State agency lead-based paint regulations apply.

### **Scope of Work**

According to the Federal and State regulations regarding lead-based paint abatement, all abatement activities should be performed by a licensed Lead Abatement Contractor, and the work should be designed by a Lead Project Designer. The regulations require a project design, an occupant protection plan, and post-abatement clearance testing. A lead project design document titled, *Lead Abatement Specifications, Texas School for the Deaf, Building 28 – Toddler Learning Center*, produced by ATC Group Services, LLC and dated August 3, 2018, was provided to Wood E&I Solutions for review and use on this project.

TFC has requested Wood E&I Solutions provide an Occupant Protection Plan, project oversight, and post-abatement clearance sampling for this lead-based paint abatement project.



Wood E&I Solutions proposes to perform the following services:

- Wood E&I Solutions will produce an Occupant Protection Plan per the EPA, HUD and DSHS regulations, a copy of which should remain onsite at all times lead abatement is being performed;
- Wood E&I Solutions will collect one (1) Toxicity Characteristic Leaching Procedure (TCLP) sample from building material debris for disposal purposes, per the Texas Commission on Environmental Quality (TCEQ) regulations. The sample will be analyzed by a third-party laboratory;
- Wood E&I Solutions will provide intermittent project oversight. We will make two (2) 2-hour site visits during the lead abatement activities in order to ensure the contractor is performing the abatement activities per the written specification (provided by others);
- At the completion of lead abatement activities, Wood E&I will collect dust wipe clearance samples for clearance purposes, in accordance with the regulations. There are 23 windows (14 casings) to be removed/abated at the site. Of those, two windows/casings are located above concrete patios, while the remaining windows are located over grassy areas. Wood proposes collection of two (2) dust wipes samples from the floors of the hard surfaces, and collection of twelve (12) dust wipe samples from window troughs. Analysis will be performed on a RUSH turnaround time by a third-party laboratory; and
- Wood E&I Solutions will provide a final abatement report, detailing the scope of work, materials abated, conditions observed, procedures used, dust wipe sample results, identification of certified abatement and monitoring personnel, and documentation of waste disposal.

### Schedule and Fee Information

The project schedule is to be determined by the TFC. A seven (7) working day notification to the DSHS is required prior to the start of abatement activities. The Occupant Protection Plan will be provided within one week of Notice to Proceed. The clearance samples will be analyzed on a RUSH 24-hour turnaround time. A verbal report of sample analysis will be provided upon receipt of sample results. The final abatement report will be submitted within two (2) weeks of receipt of laboratory analysis.

### Fees

Based on our understanding of the project's requirements, schedule, and the scope of services delineated above, we propose to perform the work for a lump sum cost of **\$4,364.00**.

The cost of additional services beyond the scope of services presented in this proposal will be based on the time required and expenses incurred. If more than 14 dust wipe samples are required, the additional samples will be billed at a rate of \$46 per additional sample. We will not perform any additional services without your prior authorization.

A breakdown of labor and expenses and total estimated lump sum fee is included on the attached spreadsheet entitled: Estimated Fees – Lead Abatement Consulting, Texas School for the Deaf, Toddler Learning Center.

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*Proposal for Lead-Based Paint Abatement Consulting  
Texas School for the Deaf, Toddler Learning Center*

Exhibit A-4

*Wood E&I Solutions Proposal No.: 400919AU05.01  
February 21, 2019*

Wood E&I Solutions looks forward to working with you on this project. Please contact us should you have any questions concerning these services or require adjustments to our approach or schedule.

Sincerely,

**Wood Environment & Infrastructure Solutions, Inc.**



Trina Mullen  
Associate Industrial Hygienist  
Lead Risk Assessor License 2070622



Leonard A. Gilbert, CIH  
Principal Industrial Hygienist  
Lead Risk Assessor License 2070182  
Lead Project Designer License 2090035

Attachment: Estimated Fees – Lead Abatement Consulting, Texas School for the Deaf, Toddler Learning Center

**Estimated Fees - Lead Abatement Consulting Services**

Texas School for the Deaf, Toddler Learning Center

February 21, 2019

TASK	PROPOSED COST ESTIMATE (NOT TO EXCEED)				
	TASK/ITEM	QUANTITY	RATE		AMOUNT
	DESCRIPTION		UNIT COST	UNITS	
1	<b>Project Management</b>				
	Project Manager	4	\$ 100.00	hr	\$400.00
	Project Administration	2	\$ 65.00	hr	\$130.00
	Sub Total Task 1				\$530.00
2	<b>Occupant Protection Plan, Oversight and Clearance</b>				
	Licensed Lead Risk Assessor	16	\$ 95.00	hr	\$1,520.00
	Licensed Lead Designer	4	\$ 132.00	hr	\$528.00
	Sub Total Task 2				\$2,048.00
3	<b>Laboratory Analysis/Equipment</b>				
	TCLP Sample (RUSH turn-around)	1	\$ 150.00	each	\$150.00
	Lead Dust Wipes (RUSH turn-around)	14	\$ 46.00	each	\$644.00
	Shipping	2	\$ 50.00	each	\$100.00
	Sub Total Task 3				\$894.00
4	<b>Abatement Clearance Report</b>				
	Licensed Lead Risk Assessor	8	\$ 95.00	hr	\$760.00
	Principal CIH	1	\$ 132.00	hr	\$132.00
	Sub Total Task 4				\$892.00
<b>TOTAL</b>					<b>\$4,364.00</b>



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**EXHIBIT B-4**

**LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**

Assignment 4 - Exhibit B-4

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

A. Project Manager:	Name: Trina Mullen Company Name: Wood Environment & Infrastructure Solutions, Inc. Address: 3755 S. Capital of Texas Highway, Suite. 375, Austin, Texas 78704 Phone No.: (512) 795-0360 Email: trina.mullen@woodplc.com
B. Subcontractors:	Lead Laboratory
1.	Name: Lee Poye Company Name: J3 Resources, Inc. Address: 6110 W. 34 <sup>th</sup> Street, Houston, Texas 77092 Phone No.: (713) 290-0221 Email: reports@j3resources.com
2.	Name: Company Name: Address: Phone No.: Email:
3.	Name: Company Name: Address: Phone No.: Email: