

TFC Contract No. 18-107-000
Campos Engineering, Inc.
Assignment No. 2
Project No: 16-013-6077

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

TFC CONTRACT NO. 18-107-000

ASSIGNMENT NO. 2

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2 (hereinafter referred to as "Assignment No. 2" 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 Campos Engineering, Inc. located at 1331 River Bend Drive, Dallas, Texas 75247 (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 HVAC testing, adjusting and balancing services for the Department of Public Safety Gessner project located in Houston, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-2," PSP's IDIQ Assignment No. 2 Proposal dated July 24, 2018, 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. 2 shall be completed no later than May 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. 2.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 2 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. 2 shall not exceed the sum of Twelve Thousand Five Hundred Seventy-Five and No/100 Dollars (\$12,575.00). 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

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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. 2, 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-2."

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 No. 2 shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

CAMPOS ENGINEERING, INC.

By: DocuSigned by:
JOHN RAFF
C28F7F24A758477...

By: DocuSigned by:

B917ADB9F2F3448...

John S. Raff

Tony Casagrande

Interim Executive Director

President

Date of execution: 09/17/2018 | 8:50 AM CDT

Date of execution: 09/14/2018 | 11:34 AM CDT

ARG G.C.

MH Dir.

 D.E.D.

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EXHIBIT A-2

PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED July 24, 2018.

**TAB Proposal**

July 24, 2018

Attn: Jason Nezamabadi

Re: HVAC Testing, Adjusting, and Balancing Proposal (TAB)
S18-1349.01 - TFC DPS Gessner

Campos Proposal #IED – S18-1349.01

Mr. Nezamabadi,

Campos respectfully submits this proposal to provide Testing, Adjusting and Balancing (TAB) Services for TFC - DPS Gessner project located in Houston, Texas.

THE SCOPE OF WORK shall be defined as follows:

Test, adjust, and balance the new HVAC related equipment associated with the construction documents dated 1/5/18, TFC Contract No. 18-107-000 and as described in the basic services, clarifications, and exclusions below.

BASIC SERVICES: Campos shall provide the basic services listed below to generally meet the intent of the project's TAB specification.

1. Campos shall evaluate the contract drawings and specifications relating to testing and balancing services for arrangement and adequate provisions of devices for HVAC testing, adjusting, and balancing.
2. Campos shall evaluate the HVAC manufacturer's submittal data, HVAC automatic temperature control sequences and the shop drawings for balance-ability and conformity to the project specifications.
3. Campos shall prepare the plans for testing and balancing field procedures by numbering each air outlet, air grille, and air terminal unit. Whenever possible, Campos shall use the numbering system indicated on the mechanical plans. Plans shall be reduced to 11" x 17" format for insertion in the final test and balance report and for clarification of punch items identified in each project status report.
4. Upon written notification of completed system and equipment start-up, Campos shall test, adjust, and balance the heating, ventilating, and air conditioning systems in accordance with NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
5. If the HVAC systems reported as ready are found not to be ready, the deficiency shall be documented in the form of a corrective action report (CAR) and reported to the responsible contractor and the project manager.

**TAB Proposal**

6. Campos shall report deficiencies in the operation of the HVAC system controls if observed during the HVAC testing, adjusting, and balancing.
7. The responsible contractor shall be given the opportunity to correct the deficiencies listed in the CAR and notify Campos in writing when all deficiencies in the CAR are ready for recheck. Campos shall retest each piece of equipment listed as corrected one time. If the deficient item remains, Campos shall report the deficiency in our final test and balance report.
8. Upon completion of the field testing, adjusting, and balancing, Campos shall submit a certified, bound, typewritten report. The final report shall be signed and sealed by the NEBB certified professional for approval by the Owner and consulting MEP Engineer. The report shall include an executive summary, test report data, instrument calibration report, and reduced copies of the mechanical construction drawings of the HVAC layout.
9. Campos shall provide one (1) opposite season site visit to perform delayed testing due to seasonal ambient conditions. Campos shall submit an opposite season visit report including an executive summary of equipment tested during the opposite season site visit, the associated test data sheets and a current instrument calibration sheet

EXCLUSIONS and CLARIFICATIONS

1. All HVAC systems in the scope of work shall be installed per the construction documents and made fully functional by others prior to Campos beginning TAB onsite.
2. Clean filters shall be required for all air moving systems prior to testing and clean strainers will be required for all hydronic systems prior to testing.
3. Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the design and construction teams to have the work ready for TAB.
4. Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once the work is complete, Campos shall bear the responsibility of meeting the time allocated for the Test and Balance work effort.
5. Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates when the contractors exceed their deadlines for installation and start-up.
6. Testing of domestic water systems, domestic water pumps, sewer piping systems, natural gas piping systems, roof drain systems, and modified fire protection / sprinkler systems are not included in the scope of work for HVAC testing, adjusting, and balancing. These systems are typically not part of the testing and balancing work and are excluded.

**TAB Proposal**

7. Refrigerant pressure and temperature data are **excluded** as it is not required for NEBB or AABC procedural standards for HVAC testing, adjusting, and balancing. Refrigerant system capacities will be verified by measuring the temperature splits across condensers and evaporators.
8. Testing and balancing is limited **only** to the areas indicated on the construction documents dated 1/5/18.
9. Campos is **not** responsible for replacing motor sheaves, fan sheaves or belts if changes are required to the HVAC equipment to achieve the design airflow quantities indicated on the provided construction documents. Campos shall provide a recommendation to the installing contractor if new motor or fan sheaves are required.
10. Delays in the TAB work due to others shall be documented in a TAB delay report. TAB delay reports shall be submitted weekly attached to the CAR. Campos shall request additional fees in the event costs due to TAB delays exceed 5% of the total fee indicated below in the fee section of this proposal.
11. The pricing provided is for work to be performed during the off hours Monday – Friday. If there are delays due to other trades that require extended hours, weekend work, or more than one 2-man crew to complete the TAB activities within the construction schedule, Campos will require a change order to accommodate the additional costs.

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TAB Proposal

FEES

Testing, Adjusting, and Balancing (TAB):

1.	TAB Services	\$ 12,275.00
	<u>Total</u>	<u>\$ 12,275.00</u>
	(Twelve Thousand Two Hundred Seventy Five Dollars)	

Reimbursable Expenses

1.	Not to Exceed	\$ 300.00
	<u>Total</u>	<u>\$ 300.00</u>
	(Three Hundred Dollars)	

PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion.

We shall consider the return copy of an executed service agreement as acknowledging your acceptance of this proposal, as a firm contract between us, and as our authorization to proceed with the work of this project.

Respectfully submitted,
CAMPOS ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Matt Stevens'.

Matt Stevens
NEBB Certified Technician - TAB
Preconstruction & Estimating

A handwritten signature in black ink, appearing to read 'Wesley McVey'.

Wesley McVey, P.E.
CBCP, NEBB Certified Professional - TAB
Principal

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EXHIBIT B-2

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**LIST OF A/E PROJECT MANAGER
 AND
 SUBCONTRACTORS
 (Name, Company Name, Address & Contact Person (Project Manager))**

A. Project Manager:		<u>Randy (John) Barnett</u> <u>Campos Engineering, Inc.</u> <u>21211 River Knoll Lane</u> <u>Katy, TX 77449</u> <u>903-517-9599 (Cell #)</u> <u>rbarnett@camposengineering.com (Email)</u>
Project Leader	1.	<u>Zach Standerfer</u> <u>Campos Engineering, Inc.</u> <u>145 Heights Blvd Apt. 218</u> <u>Houston, TX 77007</u> <u>602-708-0723 (Cell #)</u> <u>zstanderfer@camposengineering.com (Email)</u>
Technician	2.	<u>Aaron Rojas</u> <u>Campos Engineering, Inc.</u> <u>23189 Parkshire ct.</u> <u>New Caney, TX 77357</u> <u>832-758-9009 (Cell #)</u> <u>arojas@camposengineering.com (Email)</u>
Technician	3.	<u>Christian Heckel</u> <u>Campos Engineering, Inc.</u> <u>13101 Briar Forest Drive Apt 5419</u> <u>Houston, TX 77077</u> <u>602-677-0763 (Cell #)</u> <u>checkel@camposengineering.com (Email)</u>
	4.	
	5.	
	6.	