

TFC Contract No. 18-107-000  
Campos Engineering, Inc,  
Amendment No. 2 to 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**

**AMENDMENT NO. 2 TO ASSIGNMENT NO. 2**

**This Indefinite Delivery Indefinite Quantity Amendment No. 2 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 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 to comply with the terms and conditions that follow as amended,

**RECITALS.**

WHEREAS, the Parties entered into that one certain Indefinite Delivery Indefinite Quantity Professional Services Agreement, TFC Contract No. 18-107-000 and dated November 20, 2017, (hereinafter referred to as the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, the Parties entered into Assignment No. 2, dated August 13, 2018, (hereinafter referred to as “Assignment No. 2”); and

WHEREAS, on May 22, 2019, pursuant to the terms of the Agreement, the Parties entered into Amendment No. 1 to Assignment No. 2 (hereinafter referred to as “Amendment No. 1 to Assignment No. 2”) to include Additional Services and Fees for the Department of Public Safety Gessner project in Houston, Texas, and to extend the Duration of Assignment No. 2;

WHEREAS, the Parties now desire to amend, as amended, Assignment No. 2 to provide for Additional Services and Fees and to further extend the Duration of the Assignment;

NOW THEREFORE, the Parties hereby agree as follows:

1. The Parties agree to modify Assignment No. 2 by providing for Additional Services to include, but not be limited to, commissioning services (“Cx”) at the Department of Public Safety Gessner project in Houston, Texas, for the new HVAC equipment associated with construction documents dated January 4, 2018, and as described in the basic services, clarifications, and exclusions, as more fully described in PSP’s Proposal No. S19-1135.02, dated December 12, 2019, “Exhibit A-2-2,” attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

2. The Parties hereby agree to modify DURATION OF ASSIGNMENT, by deleting the date, "December 31, 2019," and replacing it with the date "August 31, 2020," so that the paragraph reads in its entirety as follows:

**"DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 2 shall be completed no later than August 31, 2020, unless terminated earlier as provided in Section 3.2 of the Agreement. This 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 hereby agree to modify FEE FOR BASIC SERVICES to reflect an increase in compensation to be paid to PSP in the amount of Two Thousand Four Hundred and No/100 dollars (\$2,400.00), for which purpose FEE FOR BASIC SERVICES is deleted in its entirety and replaced with the following:

**"FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 2 shall not exceed the sum of Seventeen Thousand Two Hundred Fifty-Six and 20/100 dollars (\$17,256.20). 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. 2 to Assignment No. 2, the terms and conditions of the Agreement and of Assignment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2 to Assignment No. 2 to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**CAMPOS ENGINEERING, INC.**

By  \_\_\_\_\_  
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By  \_\_\_\_\_  
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Mike Novak

Tony Casagrande

Executive Director

President

Date of execution: 12/13/2019 | 4:42 PM CST

Date of execution: 12/13/2019 | 2:35 PM PST

GC CR

Dir M

DED M

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**EXHIBIT A-2-2**

**PSP'S IDIQ AMENDMENT NO. 2 TO ASSIGNMENT NO. 2  
PROPOSAL NO. S19-1135.02 DATED DECEMBER 12, 2019.**

**Cx Proposal**

December 12, 2019

Attn: Jason Nezamabadi

Re: Commissioning Proposal (Cx)  
TFC – DPS Gessner  
Houston, TX

**Campos Proposal #IED – S19-1135.02**

Mr. Nezamabadi,

Campos respectfully submits this pricing proposal to provide commissioning (Cx) services for the TFC – DPS Gessner project located in Houston, TX.

**THE SCOPE OF WORK shall be defined as follows:**

Commissioning of the new HVAC equipment associated with the construction documents dated 01/04/18, 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 specification.

**EQUIPMENT INCLUDED IN THE SCOPE OF WORK**

**2 Roof Top Units**

**5 VAVs**

**2 Electric Duct Heaters**

**COMMISSIONING**

1. Campos, as the Commissioning Consultant (Cx), will lead, review, and oversee the completion of the commissioning process activities. Campos shall report commissioning results, findings, and recommendations.
2. Campos shall review drawings and specifications in the contract documents phase for conflicts between systems, ability to be tested, commissioned, and maintained and provide a summary review report.
3. Campos shall develop project specific system construction checklists / system readiness checklists (SCC/SRC) and performance verification tests / functional performance tests (PVT/FPT) for the systems to be commissioned.
4. Campos shall complete system readiness examinations prior to functional performance testing. The purpose of the examinations shall be to report and document project readiness for commissioning.



## Cx Proposal

5. After each examination, Campos shall submit a corrective action report (CAR) listing observable discrepancies that are not in accordance with plans, specifications, or generally acceptable industry practices.
6. Upon written notification of completed system automation, Campos shall commission the functional performance of the associated building systems in accordance with NEBB Procedural Standards for Building Systems Commissioning.
7. Campos shall report deficiencies in the operation of the automated control systems when observed during the functional performance commissioning process. If the systems reported as ready are found to be deficient, the deficiency shall be documented in the CAR and reported to the responsible contractor and the owner's representative.
8. The responsible contractor shall be given the opportunity to correct the deficiency within a 1-day period. Campos shall report the deficiency in writing to the project manager in our weekly status report.
9. Upon written notification that the reported deficiencies have been corrected, Campos shall re-commission each piece of equipment or system listed one time.
10. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall continue to list the deficiency in the corrective action report and will include the deficiency in the executive summary of the final commissioning report.
11. Campos shall provide additional clarification of punch list items when requested. Reduced drawings shall be provided with each CAR summary and in the final report.
12. Upon completion of construction phase commissioning procedures, Campos shall complete and submit a building system commissioning report signed and sealed by a NEBB certified building system commissioner for the owner's use and approval.

### EXCLUSIONS and CLARIFICATIONS

1. 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 Commissioning work effort.
2. 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 construction, installation, start-up, and functional automation.
3. Testing of all domestic water systems, domestic water pumps, sewer piping systems, natural gas piping systems, roof drain systems, and modified fire protection / sprinkler systems is **not** included in the scope of work for HVAC testing, adjusting, and commissioning.



## Cx Proposal

4. Commissioning is limited **only** to the areas and equipment indicated on the construction documents dated 01/04/18.
5. Commissioning of building system equipment not listed in the scope of services shall be considered an additional service.
6. Rechecks of deficiencies due to persistent failure will be considered an additional service. Campos has provided for one recheck of each observed deficiency in the basic services of this proposal.
7. Campos will require access to the control programming for the purpose of performing functional testing
8. Delays in the Cx work due to others shall be documented in a Cx delay report. Cx delay reports shall be submitted weekly attached to the CAR. Campos shall request additional fees in the event costs due to Cx delays or deficiencies that exceed 5% of the total fee indicated below in the fee section of this proposal.
9. The pricing provided is for normal working hours Monday – Friday, 8:00 a.m. – 5:00 p.m. If there are delays due to other trades that require extended hours, weekend work, or more than one 2-man crew to complete the Cx activities within the construction schedule, Campos will require a change order to accommodate the additional costs.

### FEES

Campos shall provide commissioning (Cx) as indicated in the above Basic Services 1-12 and Exclusions and Clarifications 1-9 for the stipulated sum of **\$2,400.00 (Two Thousand and Four Hundred Dollars)**.

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**Cx Proposal**

Respectfully submitted,  
**CAMPOS ENGINEERING, INC.**

A handwritten signature in black ink that reads 'Randy Barnett'.

Randy Barnett, P.E.  
NEBB Certified Technician - TAB  
Houston Area Manager

A handwritten signature in black ink that reads 'Wesley McVey'.

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