

TFC IDIQ Contract No. 18-057-000  
KCI Technologies, Inc.  
Assignment No. 2  
Project No. 18-019-5740

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

**TFC CONTRACT NO. 18-057-000**

**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 KCI Technologies, Inc. located at 11044 Research Boulevard, Suite B-410, Austin, Texas 78759 (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 commissioning services for the mechanical, electrical, and plumbing renovations and replacement work at Texas Commission on Environmental Quality (TCEQ) Park 35 Building A, Central Plant, in Austin, Texas (hereinafter referred to as the “Project”), as further depicted in Exhibit A-2, PSP’s IDIQ Assignment No. 2 Proposal dated May 22, 2020, attached hereto and incorporated herein for all purposes and consisting of ten (10) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 2 shall be completed no later than October 31, 2020, 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 Twenty-Five Thousand and No/100 Dollars (\$25,000.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and

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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. 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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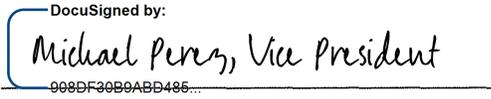
**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that 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 shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**KCI TECHNOLOGIES, INC.**

By:   
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By:   
008DF30B9ABD486...

Mike Novak

Michael Perez

Executive Director

Vice President

Date of execution: 05/29/2020 | 3:15 PM CDT

Date of execution: 05/29/2020 | 2:48 PM CDT

PM 

GC 

Dir 

DED 

TFC IDIQ Contract No. 18-057-000  
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**EXHIBIT A-2**

**PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED MAY 22, 2020**



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

13785 Research Boulevard, Suite 125 • Austin, Texas 78750 • Phone 512.806.0675

Texas Facilities Commission  
1711 San Jacinto Blvd.  
Austin, Texas 78701

To: Mr. Kevin Mathis  
*Facilities Design & Construction*  
Kevin.Mathis@tfc.state.tx.us

**RE: Commissioning Opportunity – TFC 18-19DM TCEQ Park 35 – Project No. 18-109-5740**

Dear Kevin Mathis,

Thank you for the opportunity to propose on the TFC Project No. 18-109-5740, TFC 18-19DM TCEQ Park 35 commissioning opportunity located at 12100 Park 35 Circle, Bldg. D Austin, TX 78753. KCI Technologies, Inc (KCI) is looking forward to working with you and the Texas Facilities Commission (TFC). To build a high-level milestone schedule, KCI has used the *contract execution duration provided by TFC of 45-days as a baseline*.

KCI's high-level understanding of TFC's request-for-proposal entails commissioning of the MEP systems at TCEQ Park 35. KCI is going to staff this effort with two of its most senior engineers with over 15-years of experience in design and commissioning. We are looking to be a responsive and solutions-based partner to TFC throughout this process.

More details about the specifics of the scope of services and deliverables can be found hereafter, while the proposed service fee for this work is **\$25,000** with an estimated *start date of 5/29/2020* and end date *7/17/2020*.

We appreciate your consideration and our continued working relationship with the Texas Facilities Commission. Should TFC agree to the services described herein this proposal, then please use this proposal as a referenced document within your contract and circulate for signature.

Regards,

Kyle Hunter, PE (TX)

Practice Leader

# KCI Technologies, Inc

PROPOSAL TO PERFORM COMMISSIONING

AT

TEXAS FACILITIES COMMISSION

12100 Park 35 Circle, Bldg. D  
Austin, TX 78753

TFC Project No. 18-109-5740

PREPARED BY

Kyle Hunter, PE (TX), Practice Leader

ON

May 22, 2020

## Background

### Correspondence with TFC

On 4/22/2020, Kevin Mathis of TFC, sent an email to Christopher Clements, CC'd Kyle Hunter, inquiring to KCI's interested to submit a proposal on TFC 18-19DM TCEQ Park 35 – Project No. 18-109-5740. Along with this email were construction design documents and specifications as email attachments. The KCI team reviewed these documents and requested a phone call between TFC, KCI, and the MEP design engineer-of-record, MEP Engineering.

On 4/24/2020, Kevin Mathis of TFC, sent an email to Kyle Hunter (KCI) providing contact information to the MEP design engineer-of-record at MEP Engineering, Inc and the construction schedule for the project currently underway.

### Correspondence with MEP Engineering

On 4/24/2020, Kevin Mathis (TFC), Kyle Hunter (KCI), Ahmed "Sal" Awad (KCI), and Joseph "Joe" Reyes (MEP Engineering) joined a phone call to further describe and detail the scope of work for this opportunity, which is captured in the Project Understanding and Scope of Work sections below.

## Project Understanding

KCI understands the purpose of this project is to provide TCEQ with a central plant upgrade while decommissioning the old ice storage system. KCI's scope of work is to perform commissioning on the chilled water and hydronic heating systems; which are part of the central plant update.

The construction progress as of 4/24/2020 was determined to be approximately 60% completed. During the KCI-TFC-MEP Engineering phone call continued discussion that 80% construction progress was expected prior to KCI being provided notice-to-proceed; therefore, KCI adjusted their scope and fee to align with the current project requirements.

## Scope of Work

### Performed by Others

230800 -1.6 CxA'S RESPONSIBILITIES all duties covered under 019113 Part 3 with the contractor to provide test data, inspection reports, and certificates in Systems Manual.

230800- 1.7 COMMISSIONING DOCUMENTATION Reference for Team General Contractor Responsibilities Prior to onboarding – verify items A-1 through A- 8

*A. Provide the following information to the CxA for inclusion in the commissioning plan:*

- 1. Plan for delivery and review of submittals, systems manuals, and other documents and reports.*
- 2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.*
- 3. Process and schedule for completing construction checklists and manufacturer's prestart and startup checklists for HVAC systems, assemblies, equipment, and components to be verified and tested.*
- 4. Certificate of completion certifying that installation, prestart checks, and startup procedures have been completed.*
- 5. Certificate of readiness certifying that HVAC systems, subsystems, equipment, and associated controls are ready for testing.*
- 6. Test and inspection reports and certificates.*
- 7. Corrective action documents.*
- 8. Verification of testing, adjusting, and balancing reports*

230800- 3.1 TESTING PREPARATION Reference for Team General Contractor Responsibilities Prior to onboarding – verify items A through G

*A. Certify that HVAC systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.*

*B. Certify that HVAC instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.*

*C. Certify that testing, adjusting, and balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.*

*D. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).*

*E. Inspect and verify the position of each device and interlock identified on checklists.*

*F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.*

*G. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the CxA.*

230800 - 3.3 GENERAL TESTING REQUIREMENTS Reference for Team General Contractor Responsibilities Prior to onboarding – verify items A through J

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.*
- B. Scope of HVAC testing shall include select portions of the HVAC installation, as noted in Article 3.5 below. Testing shall include measuring capacities and effectiveness of operational and control functions.*
- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.*
- D. The CxA along with the HVAC Subcontractor, testing and balancing Contractor, and HVAC Instrumentation and Control Subcontractor shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.*
- E. Tests will be performed using design conditions whenever possible.*
- F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.*
- G. The CxA may direct that set points be altered when simulating conditions is not practical.*
- H. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.*
- I. If tests cannot be completed because of a deficiency outside the scope of the HVAC system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.*
- J. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.*

230800 -3.4 HVAC SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES Reference for Team General Contractor Responsibilities Prior to onboarding – verify items A through C

- A. HVAC Instrumentation and Control System Testing: Field testing plans and testing requirements are specified in Section 230923 "Direct Digital Control Systems". Refer to sequence of operations as included on the Drawings. Assist the CxA with preparation of testing plans. Provide technicians, instrumentation, tools, and equipment to test performance of the instrumentation and controls (DDC) systems.*
- B. HVAC Distribution System Testing: Provide technicians, instrumentation, tools, and equipment to test performance of air and hydronic distribution systems; special exhaust; and other distribution systems, including HVAC terminal equipment and unitary equipment.*
- C. Vibration and Sound Tests: Provide technicians, instrumentation, tools, and equipment to test performance of vibration isolation.*

## KCI Performed

### 019113 - 3.1 COMMISSIONING RESPONSIBILITIES – NON-CONTRACTOR TEAM MEMBERS

A. As noted in Part 1, multi-disciplinary team carries out commissioning. The commissioning responsibilities of some non-contractor team members during the construction and acceptance phases of the project are provided here for information, and to provide some context for the overall process.

#### B. Commissioning Authority Responsibilities

1. Prepare a commissioning plan and develop checklists for the commissioning process as specified herein.
2. Prepare the commissioning documents and provided to multi-disciplinary team for review and comment.
3. Revisions to the commissioning plan during construction are completed as required to correct errors in the CxA's plan.
4. Coordinate commissioning meetings at the request of multi-disciplinary team and attended virtually upon approval from TFC with the expectation of KCI's attendance prior to the start of commissioning.
5. In conjunction with the General Contractor, the multi-disciplinary team shall coordinate commissioning activities among all contractors, sub-trades and suppliers.
6. Monitor system verification checks, and verify the results are documented as the checks are done.
7. Monitor controls point-to-point checks done by the controls contractor, and verify the results documented as the checks are done.
8. Attend and witness the contractors while operating equipment and systems as required to verify that all required functional performance tests are carried out for verification purposes.
9. Witness all functional performance tests and document the results.
10. Prepare and submit a Commissioning Report which documents all checks and tests done throughout the Commissioning process, and the results obtained from each.

## Assumptions

- ❖ KCI shall coordinate with the multi-disciplinary team as needed to complete scope of work.
- ❖ TFC shall schedule and coordinate all meetings.
- ❖ TFC shall provide KCI with 2-weeks' notice prior to being onsite. It is understood that KCI will work to respond in a shorter time than 2-weeks, as denoted in the milestone schedule provided herein this proposal.
- ❖ KCI shall attend and participate in bi-weekly progress meetings at the request of TFC.
- ❖ TFC to provide as-built documentation, provided in PDF format to KCI.

## Exclusions

- ❖ Due to the level of construction progress prior to KCI's engagement, KCI is excluding third-party engineering design, code, and submittal review.
- ❖ Design engineering services
- ❖ Cost estimating services
- ❖ As-built documentation of the installed MEP systems
- ❖ CxA responsibilities associated with electrical and fire alarm system
- ❖ Scope of work as described in specification section 019113, 2.1(A)(1) and (2).

## Milestone Schedule & Phase-Gates

- ❖ *TFC estimated 45-day duration starting – 4/28/2020*
- ❖ Project Initiation – Executed Contract – **5/29/2020**
- ❖ PRELIMINARY pre-functional and functional test scripts for review – **6/05/2020**
  - KCI requires TFC review comments prior to moving to next task.
- ❖ NOTIFY KCI of onsite presence required – **6/16/2020**
- ❖ Last day of KCI onsite – **6/22/2020**
  - KCI is willing to work at an extended, but reasonable, engagement beyond the 4-days to support the project efforts.
- ❖ PRELIMINARY commissioning report for review – **7/02/2020**
  - KCI requires TFC review comments prior to moving to next task.
- ❖ Issue final commissioning report – **7/17/2020**
  - TFC to provide written formal acceptance of final report.
- ❖ Project Conclusion – **7/17/2020**

## Meetings

KCI shall meet with the multi-disciplinary team as required to perform the contracted scope of work.

## Deliverables

A final commissioning report, as described in the Scope of Work, shall be provided to the multi-disciplinary team. The preliminary drafts for review and comment are shown on the Milestone Schedule & Phase-Gates section of this proposal.

## Additional Work

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions which follow on "Fee and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Work.

For Client's reference, the following are some of the services that may be required as Additional Work to complete the Work but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Work within the Scope of Services.

1. In-person attendance at additional meetings or site visits beyond reasonable expectations of engagement.
2. Variance request documentation or meetings with code officials.

## Fees and Payments

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this FEES AND PAYMENTS section do not cover any Additional Work (defined above), or any other services which are not specifically described as part of the Work listed in the Scope of Services above.

The fee of **\$25,000 lump sum** shall be billed at monthly progress initiating upon issuance of notice-to-proceed after execution of the Assignment No. 2 and through final invoice being issued with the final commissioning report.

## Fees and Payments for Additional Work

*For the purpose of this contract, KCI will be executing this work from their Austin, TX office location. It is KCI's understanding that travel expenses shall not be reimbursed. Allowable reimbursable expenses are outlined in accordance with Section 4.6 of the TFC IDIQ contract; provided below.*

4.6. Maximum Reimbursable Expenses. Reasonable lodging and traveling expenses shall be considered a Reimbursable Expense under this Agreement when professional and technical personnel of PSP are away from the cities in which they are permanently assigned and are conducting authorized business directly connected with this Agreement. For the purposes of this Agreement, no travel reimbursement shall be made for travel within 100 miles of the location identified as the principal place of business or branch office of PSP, except for overnight stays, which require prior TFC project manager approval. The maximum amount for each Reimbursable Expense for travel and lodging shall be the rates established by the Texas Comptroller of Public Accounts, and outlined in Textravel, <https://fmx.cpa.state.tx.us/fmx/travel/txtravel/index.php>, formerly known as the State of Texas Travel Allowance Guide for state employees. No Reimbursable Expenses shall exceed actual cost. In addition to those items specifically identified above as a Reimbursable Expense, permit fees and associated costs, certain other incidental direct expenses including, but not limited to, copying, telephone, data, and express mail services, and rental of special equipment or tools required in connection with provision of the Professional Services for the Project, may constitute a Reimbursable Expense; provided however, PSP must obtain the written approval of TFC prior to incurring the expense. Approval may be granted only under those limited circumstances wherein such costs are not considered normal or customary basic services under this Agreement. All requests for reimbursement must be accompanied by such documentation which, in the judgment of TFC, allows for complete substantiation of the costs incurred.

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services and shall be billed and paid on the same fee and payment terms described for the Work above or as mutually agreed upon in writing when the Additional Work is ordered by the Client.

Should the Client request Additional Work, a mutually agreeable additional fee will be negotiated prior to the start of such services.

Where additional fee is *Time and Materials* based, the following Labor Schedule shall apply:

Principal \$250, Project Manager \$170, Senior Analyst \$185, Senior Engineer \$160, Geothermal Specialist \$205, Engineer \$115, Senior Designer \$160, Designer \$125, Senior Fire Protection Staff \$185, Administrative \$80.

Notes:

1. Rates are subject to change; however, shall be applicable through the end of the current calendar year.
2. Additional Labor Categories and rates available upon request.

## GENERAL PROVISIONS

Per TFC Contract No. 18-057-000, for Indefinite Delivery Indefinite Quantity Professional Mechanical, Electrical and Plumbing (MEP) Services between KCI and Texas Facility Commission.

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Assignment No. 2  
Project No. 18-019-5740

**EXHIBIT B-2**

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

**TFC Contract No. 18-057-000  
KCI Technologies, Inc.  
List of PSP Key Personnel**

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

<p>A. PSP Project Manager/Primary Contact:</p>	<p>Christopher Clements, P.E. KCI Technologies, Inc. 11044 Research Boulevard Suite B-410 Austin, TX 78759 210-544-5752 christopher.clements@kci.com</p>
<p>B. Project Manager:</p>	<p>Kyle Hunter, P.E. KCI Technologies, Inc. 801 Travis St. Suite 2000 Houston, TX 77002 281-900-9680 kyle.hunter@kci.com</p>
<p>C. Project Coordinator/Commissioning Engineer:</p>	<p>Ahmed Awad, P.E. 801 Travis St. Suite 2000 Houston, TX 77002 832-398-3714</p>
<p>D. Project Coordinator/Commissioning Engineer:</p>	<p>Stephen Mathai, P.E. 13785 Research Blvd. Suite 125 Houston, TX 78750 214-669-6067</p>