

TFC Contract No. 18-093-000
MEP Engineering, Inc.
Assignment No. 2
Project No. 18-019-5740

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

TFC CONTRACT NO. TFC CONTRACT NO. 18-093-000

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 MEP Engineering, Inc. located at 1120 Capital of Texas Highway South, Building 1, Suite 150, Austin, Texas 78746 (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: (i) design and construction documentation and specifications; (ii) assistance in the development of priorities and in evaluation of the Construction Manager-at-Risk; (ii) coordinate with third-party vendor throughout design and construction administration phase; and (iii) perform construction administration services including warranty management and project closeout activities for the Texas Commission on Environmental Quality, Building A, Central Plant, located on Park 35 Circle, Austin, Texas 78753 (“TCEQ”) (hereinafter referred to as the “Project”), as more specifically described in “Exhibit A-2,” PSP’s IDIQ Assignment No. 2 Proposal dated November 6, 2018, attached hereto and incorporated herein for all purposes and consisting of five (5) pages.

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

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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 One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00). 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.

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

MEP ENGINEERING, INC.

DocuSigned by:
Mike Novak
By: _____
B1C9FC0A8020417...

DocuSigned by:
Joseph S. Reyes
By: _____
D607388177204B2...

Mike Novak

Joseph S. Reyes, P.E.

Executive Director

Principal

Date of execution: 01/17/2019 | 2:27 PM CST

Date of execution: 01/17/2019 | 8:35 AM CST

NRG G.C.

MH Dir.

[Signature] D.E.D.

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EXHIBIT A-2

PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED NOVEMBER 6, 2018

TFC Contract No. 18-093-000

Assignment No. 2 - Exhibit A-2

**ENGINEERING, INC.**

AUSTIN:
1120 Capital of Texas Hwy, S.
Building 1, Suite 150
Austin, TX 78746
Tel: (512) 306-9650
Fax: (512) 306-9655

SAN ANTONIO:
9830 Colonnade Blvd.
Suite 230
San Antonio, TX 78230-2211
Tel: (210) 349-1400
Fax: (210) 349-1465

November 6, 2018

Prince J. Chavis, MBA, PE, PMP, CTCM
Project Manager
Texas Facilities Commission
Facilities, Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

Re: **Proposal for A/E Professional Services for MEP Upgrades at TCEQ Central Plant Building "A"**
(TFC Project #18-019-5740)

Dear Mr. Chavis:

MEP Engineering, Inc. appreciates the opportunity to submit this proposal for professional services on the above referenced project. As requested, this proposal has been developed for **Phase II: Design/Construction Administration Services**, as described in the project scope of work section below. It is MEP's understanding that the terms and conditions of this project assignment agreement will be defined by the standard form of TFC's Professional Architectural/Engineering Services Agreement.

I. General Project Information

The Project consists of various modifications and upgrades to the existing TCEQ Park 35 Building "A" central plant chilled water and heating water systems. The project scope of work specifically includes items recommended in Scenario G, as described in the final project assessment report issued by MEP Engineering, Inc. on November 5, 2018.

II. Project Scope of Work

A summary of the specific scope of work items is provided below:

- Decommission the existing thermal storage system, including ice storage tanks, piping and controls.
- Remove the existing air-cooled chiller (CH-2). Replace with a new air-cooled chiller.
- Abandon the existing underground CHW and HW piping located between the central plant and Building A. Install new CHW and HW piping on a new overhead pipe support bridge between the central plant and Building A.
- Remove the existing fiberglass cooling tower. Replace with a new, raised, stainless steel cooling tower.
- Demolish the existing condenser water distribution system. Install new condenser water piping and pumps in a modified arrangement.
- Remove the existing atmospheric boiler. Replace with two, new forced draft condensing boilers.
- Replace the existing refrigerant monitoring system and modify the existing refrigerant evacuation system.
- Remove the existing CHW pump #9 and hydronic trim appurtenances and replace with new.

- Identify and replace/repair existing, leaking grooved-end fittings on the CHW and HW piping system.

A general description of the A/E team scope of work shall include, but not be limited to, the following:

1. Performance of on-site investigations and review of existing design documents.
2. Development of a list of necessary testing and inspections anticipated to be provided to the Owner throughout the design and construction process, including but not limited to the following:
 - Structural Investigations
 - Roofing Assessments
 - Americans with Disabilities Act (ADA) Assessments
 - Commissioning
 - Testing and Balancing
 - Environmental
 - Construction Materials Testing
3. Assistance in evaluation of General Contractor (GC) selection, as requested by TFC.
4. Assistance in developing priorities for adjusting scope of work to match available funding.
5. Research, evaluation, and presentation to the Owner any energy conservation strategies and alternatives for consideration, including the availability of rebates from the local utility. If rebates are available, coordination with the local utility to complete all necessary documentation to accomplish rebates.
6. Development of detailed design and documentation of construction plans and specifications.
7. Coordination with third-party commissioning agent throughout the design and construction administration.
8. Execution of construction administration phase services, including warranty management and project closeout activities.

Additional detailed A/E team scope of work shall include the following:

1. Actively participate in project meetings between TFC, the GC, and the A/E team to review construction progress. It is anticipated that construction phase meetings will occur on a bi-weekly basis, with each meeting lasting approximately 1 to 3 hours in duration. Design team member attendance at meetings shall be as required to accommodate meeting agenda items and shall include subconsultant team member(s) as needed.
2. Prepare meeting agendas, meeting minutes, field reports, and other similar documentation in accordance with the Agreement and customary A/E basic services responsibilities.
3. Prepare, coordinate, and submit design phase/progress review packages at the following intervals:
 - **100% Design Development**
 - **50% Construction Documents**
 - **100% Construction Documents**

Note: Certain progress review packages may be omitted at the discretion of the TFC Project Manager to accommodate expedited construction package deliveries.
4. Develop and issue construction document packages to coordinate with TFC's construction schedule. Based on the project scope of work described above, we do not anticipate multiple bid packages will be required.

5. Perform customary, basic services construction phase scope of work including, but not be limited to, the following:
 - Submittal review.
 - Periodic site observations.
 - Attendance at regular construction progress meetings.
 - Preparation of, or responses to, normal construction administration documentation, including RFIs, ASIs, PCOs, etc.
 - Preparation of punch lists at substantial completion and final completion.
 - Review of construction materials testing and testing, adjusting, & balancing (TAB) reports.
 - Coordination with the Owner's commission agent.
6. Review and approval of GC's applications for payment, including assessment of construction completion and sign-off of payment applications in accordance with TFC procedures for A/E review.
7. Prepare record drawings based on design change documents issued during the construction phase, and on the CMR's as-built drawings and field mark-up submittals.

For the above professional services scope of work, MEP Engineering is proposing an A/E Team consisting of the following consultant team:

<u>Firm Name</u>	<u>Discipline(s)</u>
MEP Engineering, Inc.	Mechanical, Electrical, and Plumbing Systems
JQ+Tsen	Structural Engineering

III. Proposal Exclusions

It is MEP's understanding that the following items are not currently requested, applicable, or expected to be provided by the design team. Should TFC determine that additional scope related to these items would be required as part of the assessment deliverables, the additional scope may be considered as additional services.

1. We exclude design phase services related to the following items: hazardous materials, environmental impact, elevators, data, public address systems, furniture/fixtures/equipment, stairwell pressurization, smoke control systems, occupant load, plumbing fixture counts, energy calculations, energy modeling, life cycle cost (LCC) analysis, parking, paving, site drainage, landscaping, site utilities, zoning services, permitting, certification of roof level anchor points, testing/laboratory services, provision of building controls/elevator controls and/or other technicians require to access existing control systems.
2. Unless noted otherwise, it is presumed that existing conditions within the various buildings are functional and compliant with applicable codes, such that additional design scope related to unknown existing conditions is not anticipated to be required.
3. Development of opinion of probable construction costs (OPCC) is limited to the scope of work included in the design. OPCCs for other items not related to the design scope of work are excluded in this proposal.
4. Performance of complex energy modeling, other than basic energy efficiency comparisons involving magnitude of costs and life expectancies, is not included.
5. Services for bidding, award and construction administration of items not directly related to the design scope of work as noted above is not included. Attendance at bid openings, as requested by TFC, is included.

6. Design for corrections to non-compliant life safety or ADA/TAS conditions not otherwise identified in the design scope of work above is excluded.
7. All design tasks are based upon existing fixed partitions to remain in place in all subject buildings. Only finishes directly related to project scope are subject to Basic Services architectural/engineering design.
8. Design for LEED or other sustainable/green building rating programs is not included.
9. Coordination among building tenants/departments to address planning for occupant disruptions/relocations, made necessary by the project construction processes is not included.
10. Performance of testing, adjusting and balancing (TAB) service is not included. It is MEP's understanding that, if required, a third-party TAB contractor will be contracted directly by TFC.
11. Performance of project commissioning services is not included. It is MEP's understanding that, if required, a third-party Commissioning Authority will be contracted directly by TFC.
12. Development of as-built floor plans and/or backgrounds for architectural, structural, and MEP systems is not included. MEP assumes that record drawings and CAD backgrounds will be provided to the A/E team by TFC (as available) and will reasonably represent the existing conditions for the various disciplines. If significant discrepancies are identified between the owner's record documents and the existing building conditions, or if record documents do not exist in any form, the A/E team will advise TFC. If requested by TFC, a separate proposal can be developed to provide for field verification and CAD documentation of existing conditions, as may be required to complete the project scope of work.

IV. Compensation

We agree to perform the Design/Construction Phase basic services scope of work, as described above, for a **fixed fee amount of \$190,000.**

This fee is inclusive of customary design-related expenses including document reproduction, mileage, and parking. We will invoice based on a percentage complete for the overall construction document and construction administration phases.

Fee invoicing shall be made in proportion to the services performed. Compensation for services shall be invoiced at the following percentages for each for the following phases.

	<u>Percent of Total Fee</u>	<u>Amount</u>
1. Design Development	35%	\$ 66,500
2. Construction Documents	40%	\$ 76,000
3. <u>Construction Administration</u>	<u>25%</u>	<u>\$ 47,500</u>
TOTAL	100%	\$ 190,000

For reference, it is MEP's understanding that the TFC-budgeted Construction Cost of Work for the above project scope of work is \$1,500,000.

V. Additional Services

Should the project scope of work expand significantly in size and/or complexity, or if the project scope is augmented to include otherwise excluded items as listed above, MEP will bring this issue to the attention of the TFC project manager for discussion and consideration as potential additional services.

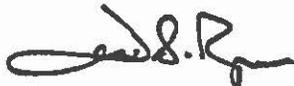
VI. Project Schedule

We propose to complete the Design/Construction Administration Services (Phase II) based on the following preliminary schedule. Please note this schedule duration is an estimate and is subject to refinement based on unforeseen scope modifications, scope additions authorized by the TFC project manager, and construction phasing revisions as recommended by the GC.

Proposed A/E Project Schedule		
Activity Description	Task (Days)	Phase (Days)
TFC Issues Formal Notice to Proceed to A/E Team		0
Phase II(A) - Design		203
A. TFC Issues Approval for Phase II - Design		0
B. Design Development Phase		84
• Owner/AE 50% DD Informal Review Mtg	53	
• Issue 100% DD Package	21	
• Owner/AE 100% DD Review Mtg	10	
C. Construction Document Phase		60
• Issue 50% CD Package	25	
• Owner/AE 50% CD Review Mtg	10	
• Issue 100% CD Package for Construction	25	
D. Bidding/Negotiation		59
• TFC Solicits GC Bids	3	
• TFC Receives GC Bids	25	
• TFC Issues NTP to GC	31	
TOTAL PRECONSTRUCTION PHASE		203
Phase II(B) - Construction Administration (Estimated Duration)		207
TOTAL CONSTRUCTION PHASE		207
TOTAL PROJECT DURATION		410

Again, thank you for this opportunity to work with Texas Facilities Commission. Please feel free to contact me at your earliest opportunity should you have any questions or require any additional information. We look forward to a successful project!

Sincerely,



Joseph S. Reyes, PE, LEED AP
Principal

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EXHIBIT B-2

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

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EXHIBIT B-2
Project No. 18-019-5740

**LIST OF A/E PROJECT MANAGER
AND
SUBCONSULTANTS**

A. Project Manager:	Joe S. Reyes, PE, LEED AP MEP Engineering, Inc. 1120 South Capital of Texas Highway Building 1, Suite 150 Austin, TX 78746 O: 512-306-9650 M: 512-983-3841 jreyes@mepengineering.com
Mechanical Engineer	Kevin Goetz, PE, LEED AP MEP Engineering, Inc. O: 512-306-9650 M: 512-954-4159 kgoetz@mepengineering.com
Electrical Engineer	Alexander (Sandy) Simko, PE MEP Engineering, Inc. O: 512-306-9650 M: 512-940-4576 ssimko@mepengineering.com
B. Subconsultants:	
Structural Engineering (JQ+Tsen)	Stephanie Tsen, PE, LEED GA 210 Barton Springs Road Suite 250 Austin, TX 78704 512-474-4001 stsen@jqtsen.com