DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

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

TFC CONTRACT NO. 18-093-000

ASSIGNMENT NO. 3

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 3 (hereinafter referred to as "Assignment No. 3" 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 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 engineering services for the facility assessment of the Texas Department of Motor Vehicles campus located on Camp Hubbard at 3712 Jackson Avenue, Austin, Texas. Assessments shall include, but may not be limited to: (i) Mechanical (HVAC), Electrical, Plumbing, Fire Protection Systems, Roofing, Limited Building Envelope, Architectural and Life Safety, (ii) assist in the development of priorities for deferred maintenance funding, and (iii) prepare and submit to TFC a written assessment report documenting the existing systems (hereinafter referred to as the "Project"), all as further depicted in "Exhibit A-3" PSP's Proposal dated July 15, 2019, attached hereto and incorporated herein for all purposes and consisting of seven (7) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 3 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. 3.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 3.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 3 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

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

11.2 of the Agreement.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 3 shall not exceed the sum of Two Hundred Fifty-Nine Thousand and No/100 Dollars ($259,000.00). 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. 3, 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-3."

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.

[This Space Intentionally Left Blank]

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

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:	DocuSigned by:
By: Mike Novak, Executive Director	By: Joe S. Reyes, P.E.
B1C9FC0A8020417...	D607388177204B2...
Mike Novak	Joe S. Reyes, P.E.
Executive Director	Principal
Date of execution: 10/19/2019 | 8:42 AM CDT	Date of execution: 10/18/2019 | 2:28 PM CDT

GC

MW Dir

DED

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

TFC Contract No. 18-093-000
MEP Engineering, Inc.
Assignment No. 3
Project Number: 19-012-2510

EXHIBIT A-3

PSP'S PROPOSAL DATED JULY 15, 2019

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

MEP ENGINEERING, INC.

AUSTIN
1120 Capital of Texas Hwy, S.
Building 1, Suite 150
Austin, Texas 78746
512 306 9650

SAN ANTONIO
9830 Colonnade Blvd
Suite 230
San Antonio, Texas 78230
210 349 1400

July 15, 2019

Dorothy Spearman
Senior Project Manager
Texas Facilities Commission
Facilities, Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

Re: **Proposal for A/E Professional Services for Assessment of Seven (7) Existing Buildings at Camp Hubbard – Texas Department of Motor Vehicles (TxDMV)**

Dear Ms. Spearman:

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 **Assessment**, 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, latest edition.

I. General Project Information

The Project consists of a facility condition assessment report for select building systems within seven (7) existing Texas Department of Transportation (TxDOT) buildings listed below. Each building is on the State of Texas Camp Hubbard campus located at 3712 Jackson Avenue, Austin, TX 78731. It is MEP's understanding that occupancy of these buildings may be transferred from TxDOT to the Texas Department of Motor Vehicles (TxDMV) at some point in the future. The project scope of work includes assessment of existing mechanical, electrical, and plumbing systems, roofing systems, limited building envelope systems, architectural systems, elevator systems, Americans with Disabilities Act (ADA) compliance, and life safety egress conditions.

1. **TxDOT Building 1**
   - Primary Use: Headquarters Operations (Office)
   - Year Built: 1955
   - Square Footage: 93,277 SF

2. **TxDOT Building 2**
   - Primary Use: Cafeteria & Conference
   - Year Built: 1958
   - Square Footage: 6,354 SF

3. **TxDOT Building 3**
   - Primary Use: Equipment Storage
   - Year Built: 1963
   - Square Footage: 1,319 SF

4. **TxDOT Building 4**
   - Primary Use: Security Administration Building

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

- Year Built: 1936
- Square Footage: 3,829 SF

5. **TxDOT Building 5**
   - Primary Use: Headquarters Operations (Office)
   - Year Built: 1955
   - Square Footage: 45,530 SF

6. **TxDOT Building 6**
   - Primary Use: Data Center and HQ Operations (Office)
   - Year Built: 1966
   - Square Footage: 110,940 SF

7. **TxDOT Building 7**
   - Primary Use: Central Utility Plant
   - Year Built: 1997
   - Square Footage: 3,388 SF

At the direction of TFC, the following buildings are <u>not included</u> in this assessment scope of work:

1. **TxDOT Buildings 8 & 9**
   - These buildings were demolished in 2001 and 2016, respectively.

2. **TxDOT Building 10**
   - This building is not being considered for future occupancy after the campus transfers to TxDMV.

II. Project Scope of Work

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

1. Review of existing building construction documents, review of maintenance records and building testing, adjusting, and balance (TAB) reports (if available), review of roofing warranty documents (if available), and verification and validation of items in existing deficiencies lists (if available). TFC will provide the A/E team with any current, updated deficiency lists available for each building.
2. Performance of multiple site investigations to assess the various buildings included in the scope of work.
3. Recommendation of conceptual level design solutions to repair, replace and/or upgrade existing deficiency issues observed during the site investigations.
4. Development of order-of-magnitude opinion of probable construction costs (OPCC) to implement repairs, replacements, and/or upgrades of existing conditions, as recommended by the A/E team.
5. Development of priority assignments for each repair, replacement, and/or upgrade recommended by the A/E team.
6. Research, evaluation, and presentation to the Owner any energy conservation strategies and alternatives for consideration, including the availability of rebates from the local utility.
7. Development of a written assessment report including representative photographs documenting the various existing systems, observed deficiency items, and recommended conceptual design solutions for each building.
8. Documentation of observed deficiency items in a TFC-format deferred maintenance (DM) log. The DM log will capture construction costs, and priority assignment for repair of each DM item.
9. Presentation of assessment report findings to the Owner for review and comments.
10. Perform general project management responsibilities:

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

- Actively participate in assessment project meetings between TFC, TxDMV, and the A/E team to provide updates on assessment progress, solicit Owner feedback, and review progress. It is anticipated that assessment phase will include one (1) progress meeting lasting about 2 hours in duration, and one (1) draft assessment report presentation meeting lasting about 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.
- Prepare meeting agendas, meeting minutes and other similar documentation in accordance with the Agreement and customary A/E basic services responsibilities.

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

1. Mechanical (HVAC) Assessment:
    - Perform a visual assessment of each existing major HVAC system component including chillers, boilers, pumps, heat exchangers, indoor air handling units, rooftop air handling units, centralized general exhaust fans, and specialty exhaust fans. Document capacity/size, model/manufacturer and estimated age of each.
    - Perform a visual assessment of a representative sampling of existing minor HVAC system components including air terminal boxes (VAV's), unitary DX systems, small restroom exhaust fans, and air devices.
    - Perform a visual assessment of chilled water, heating water, and condenser water piping systems within accessible areas. The piping condition assessment is limited to a review of visible pipe conditions only. Pipe insulation removal and/or non-destructive pipe wall thickness testing at specific piping locations is not included but can be added to the scope as an additional service fee if requested.
    - Review existing building automation controls with the existing controls system manufacturer(s) to assess the age, condition, and expansion capability of the existing controls equipment.
2. Plumbing Assessment:
    - Perform a visual assessment of each existing major plumbing system component including central domestic water heaters, domestic water booster pumps, and grease traps. Document capacity/size, model/manufacturer and estimated age of each.
    - Perform a visual assessment of a representative sampling of existing minor plumbing system components including drinking fountains, water closets, urinals, lavatories, sinks, faucets, floor drains, roof drains, and other miscellaneous fixtures.
    - Due to the concealed installations of most plumbing piping, visual assessment of these piping systems is normally difficult and is, therefore, not included. Pipe insulation removal, non-destructive pipe wall thickness testing, and/or video scoping at specific piping locations is not included but can be added to the scope as an additional service fee if requested.
    - Perform ultrasonic pipe wall thickness testing services on existing domestic water piping. Testing includes up to 15 sample locations, all to be performed on a single day. <u>Please note sampling for asbestos-containing materials (ACM), abatement of ACM, and removal/installation of piping insulation is not included. It is assumed TFC will procure these services through other qualified contractors.</u>
3. Electrical Assessment:
    - Perform a visual assessment of each existing major electrical system component including switchgear, switchboards, fire alarm panels, and generators. Document capacity/size, model/manufacturer and estimated age of each. Identify and document quantity and location of electric utility services. Performance of electrical systems testing and/or electric arc fault studies are not included but can be added to the scope as an additional service fee if requested.

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

- Perform a visual assessment of a representative sampling of existing minor electrical system components including panelboards, starters, variable frequency drives, interior and exterior light fixtures, transformers, receptacles, and lighting controls.

4. Fire Protection Systems Assessment:
   - Perform a visual assessment of fire sprinkler systems. Document locations of existing fire protection systems and model/manufacturer of existing major equipment. Scope of work will include an evaluation of fire sprinkler system compliance with current codes and standards, documentation of deficiencies, and recommendations for corrective action.
   - Perform a visual assessment of fire alarm system panels and a sampling of end devices. Document model/manufacturer of each. Scope of work will include an evaluation of fire alarm system compliance with current codes and standards, documentation of deficiencies, and recommendations for corrective action.
5. Architectural & Life Safety Assessment:
   - Perform an onsite review of current ADA and egress conditions.
   - Research and prepare egress code analysis for the buildings.
   - Consult with Registered Accessibility Specialist on special conditions.
   - Develop concept-level design solutions for non-code compliant conditions.
   - Assess current conditions of existing elevator systems within the multistory buildings.
   - Assess general conditions of architectural finishes, including floors, ceilings and walls. This review of architectural finishes will be performed at an overview level and is not intended to document at a room-by-room level.
   - Assess general conditions of architectural doors and door hardware. This review of door components will be performed at an overview level and is not intended to document at a room-by-room level.
6. Roofing and Limited Building Envelope Assessment:
   - Perform a general visual observation of the existing building enclosure elements in our scope. This observation will be directed to evaluate the current conditions of the building enclosure elements and identify any apparent distress conditions. Unless agreed otherwise, the observation will be made from grade, from safely accessible roof areas not requiring rigging, and from the building interior. Review will be limited to those portions of the building enclosure which are exposed and readily observable without the removal of finishes.
     - Roofing assessments will be performed on Buildings 1, 2, 3, 4, 5, 6, and 7. The roofing assessment of scope shall include exposed roofing components to assess general conditions of the building enclosure elements.
     - At the direction of TFC, limited building envelope assessments will be performed only on Buildings 1 and 5. Limited building envelope assessment will be focused on windows that have experienced water infiltration in the past. The Owner will identify these subject windows prior to the consultant's site visit. Water and air infiltration testing are not included but can be added to the scope as an additional service fee if requested.

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

Firm Name	Discipline(s)
MEP Engineering, Inc.	Mechanical, Electrical, and Plumbing Systems
Martinez Moore Engineers, LLC	Building Envelope/Roofing
Fuse Architecture Studio	Architecture
(TBD)	Fire and Life Safety Engineering
(TBD)	Pipe Wall Testing Services

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

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 all design phase services, other than those limited conceptual design recommendation services noted above.
2. Assessment and/or professional commentary regarding the following are <u>not included</u> in the proposed scope of work:
    - Hazardous materials, environmental impact, data, public address systems, furniture/fixtures/equipment, occupant load, plumbing fixture counts, energy calculations/energy modeling, formal 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.
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 assessment scope of work are excluded in this proposal.
4. Performance of energy modeling is not included. Written discussion of basic energy efficiency and payback comparisons involving magnitude of costs, life expectancies, and informal life-cycle cost comparisons are included. In the event that services outside of the defined scope of work are requested, MEP Engineering will consult with the TFC Project Manager to provide an explanation.
5. Detailed design for corrections to non-compliant life safety or ADA/TAS conditions not otherwise identified in the scope of work above is excluded.
6. Design for LEED or other sustainable/green building rating programs is not included.
7. Coordination among building tenants/departments to address planning for occupant disruptions/relocations, made necessary by the project construction processes is not included.
8. Performance of testing, adjusting and balancing (TAB) services is not included. It is MEP's understanding that, if required, a third-party TAB contractor will be contracted directly by TFC.
9. Performance of MEP retro-commissioning services is not included. It is MEP's understanding that, if required, a third-party Commissioning Authority will be contracted directly by TFC. MEP coordination for retro-commissioning services, if performed, would also be considered outside the assessment scope of work.
10. 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.
11. Electrical coordination and arc flash studies are currently not included. See Additional Electrical Studies section for budgetary estimates to include these services.

IV. Compensation

We agree to perform the Assessment Phase scope of work, as described above, for a **<u>lump sum fee amount of $259,000.</u>**

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

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 report documents, inclusive of all buildings involved. Our total fee will be apportioned into deliverable phases as shown below.

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.

	Percent of Total Fee	Amount
• Draft Assessment Report	80%	$ 207,200
• Final Assessment Report	20%	$ 51,800
TOTAL	**100%**	**$ 259,000**

V. Additional Electrical Studies

Because additional detail information would be required to develop an accurate fee number, the following addition studies are currently not included in the proposal scope of work. For both scope items noted below, a preliminary field survey would be required to determine the level of effort required by the subconsultant. A budgetary fee estimate has been provided below for TFC's preliminary consideration.

1. Electrical Coordination Study/Report:
    - Study existing medium voltage (>600V) and low voltage (<600V) electrical service gear in all seven buildings addressed in this project scope. Perform a field survey to document necessary electrical data. Develop recommendations for adjustable circuit breakers, including ground fault settings. Develop a summary report indicating short circuit current at each switchboard and panelboard. Develop a list of limitations and/or inadequacies in the existing design and recommendations for improvement.
2. Electrical Arc Flash Study/Report:
    - Study existing medium voltage (>600V) and low voltage (<600V) electrical service gear in all seven buildings addressed in this project scope. Perform an Incident Energy Study in accordance with the IEEE 1584 as referenced in NFPA 70E, in order to quantify the hazard for selection of personal protective equipment (PPE). Report will include analysis methodology, findings and recommendations. Report will document "as-found" and "as-recommended" occurrent device settings, incident energy levels, and one-line diagram for the system analyzed. Arc flash analysis files (*.skm) will be furnished to the owner at completion of the study.
    - Based on the results of the study, appropriate warning labeling shall be produced and installed for switchboards and panelboards in accordance with ANSI Z535.4.
    - Power System Data will be gathered and documented to support the study, in compliance with IEEE 1584 and NFPA 70E.

The budgetary fee to provide the above-described services is an additional $126,500. This budgetary estimate is not to be considered a fixed proposal fee and shall be used for TFC's budgetary analysis only. If desired, a firm proposal fee can be developed for this additional scope of work.

VI. 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.

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

VII. Project Schedule

We propose to complete the Assessment Services based on the following preliminary schedule. Please note this schedule duration is an estimate and is subject to refinement based on unforeseen scope modifications, and scope additions authorized by the TFC project manager.

Assessment Report	Phase (Days)	Task (Days)
A. Draft Assessment Report	**89**	
• Notice to Proceed		0
• Review Existing Building Documents		24
• Perform Site Investigations		21
• Prepare Draft Assessment Report		30
• **Issue Draft Assessment Report**		**0**
• TxDMV/TFC Review of Draft Report		14
• Draft Report Review Meeting		0
B. Final Assessment Report	**35**	
• Respond to TxDMV/TFC Comments		7
• Perform Additional Site Investigations		14
• Prepare Final Assessment Report		14
• **Issue Final Assessment Report**		**0**
Total Duration	**124**	

Notes:

- All task durations listed above are standard calendar days.
- The schedule above does not include additional time required for Electrical Coordination and/or Electrical Arc Flash Studies.

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

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

TFC Contract No. 18-093-000
MEP Engineering, Inc.
Assignment No. 3
Project Number: 19-012-2510

EXHIBIT B-3

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

DocuSign Envelope ID: FDB782A1-4D80-452B-92B3-FC350D9C2CF2

DocuSign Envelope ID: 7D74271D-9424-4646-819C-B47F2418E371

TFC Contract No. 18-093-000
MEP Engineering, Inc.
Assignment No. 3
Project Number: 19-012-2510

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

A. PSP Project Manager:		Joe Reyes MEP Engineering, Inc. 1120 Capital of Texas Hwy. South Building 1, Ste. 150 Austin, TX 78746 512.306.9650 jreyes@mepengineering.com
B. Subcontractors:		
	1.	Ruben Martinez Martinez Moore Engineers
	2.	Beth Guilliot Fuse Architecture Studio
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)