

TFC Contract No. 18-093-000  
MEP Engineering, Inc.  
Assignment No. 4  
Project No. 17-008A-8040

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

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

**ASSIGNMENT NO. 4**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 4**

(hereinafter referred to as “Assignment No. 4” 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 providing limited third-party consulting engineering services to evaluate potential risks and concerns related to the district cooling chilled water system tie-in of the existing Stephen F. Austin (“SFA”) Central Plant and the new Capital Complex Utilities Plant (“CUP”) located in Austin, Texas (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-4,” PSP’s IDIQ Assignment No. 4 Proposal dated February 13, 2020, attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 4 shall be completed no later than September 30, 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. 4.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 4.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 4 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. 4 shall not exceed the sum of Five Thousand and No/100 Dollars (\$5,000.00). 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. 4, 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-4."

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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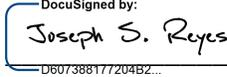
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Project No. 17-008A-8040

**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.**

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

Joe S. Reyes, P.E.

Executive Director

Principal

Date of execution: 05/14/2020 | 1:22 PM CDT

Date of execution: 05/14/2020 | 1:20 PM CDT

GC 

Dir 

DED 

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**EXHIBIT A-4**

**PSP'S IDIQ ASSIGNMENT NO. 4 PROPOSAL DATED FEBRUARY 13, 2020**



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

February 13, 2020

F. Keith Hall, AIA, LEED AP, CTCM  
Sr. Project Manager  
Texas Facilities Commission  
Facilities, Design & Construction  
1711 San Jacinto Boulevard  
Austin, Texas 78701

Re: **Proposal for Engineering Professional Services for Risk Evaluation Study of SFA Plant Tie-In and Chiller CH-1-3 at the New Capital Complex CUP**

Dear Mr. Hall:

**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 limited third-party consulting engineering review and advisement to TFC. It is MEP's understanding that the terms and conditions of this project assignment agreement will be defined by the current Indefinite Delivery/Indefinite Quantity Professional Services Agreement between MEP Engineering, Inc. and TFC (Contract #18-093-000).

## **I. General Project Information**

The Project consists of limited third-party consulting engineering services to evaluate potential risks and concerns related to the district cooling chilled water system tie-in of the existing Stephen F. Austin (SFA) Central Plant and the new Capital Complex Central Utilities Plant (CUP). Specifically, TFC is requesting that MEP review and identify potential risks associated with the planned tie-in and make a recommendation(s) as to whether installation of new Chiller #3 (CH-1-3) and associated piping and distribution pumps, serving as a redundant chiller option, is recommended in the current phase or if its installation can reasonably be deferred to a future construction phase.

## **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:

### ENGINEERING EVALUATION SERVICES

1. Review the current engineering design drawings to develop a general understanding of the New CUP chilled water generation, CHW distribution, and central plant controls design.
2. Review the current engineering design drawings and existing plant drawings to develop a general understanding of the SFA central plant upgrades to chilled water generation equipment, CHW distribution, and new central plant controls design.
3. Meet with the TFC Project Manager, the Construction Manager at Risk (CMR), and the installing Mechanical Subcontractor to develop an understanding of the planned implementation project schedule and milestone considerations. This coordination effort would include discussion of tie-in of CHW piping tie-ins and required in-service dates for new building CHW loads.

4. Performance of one (1) site visit to the existing SFA CUP to become familiar with the existing equipment and proposed tie-in locations. This site visit will also include observation of current construction progress on the CUP project, including relevant new piping tunnels.
5. Review the relevant cost proposal(s) provided by the CMR to the TFC PM for installation of the CH-1-3. This review is intended to allow for consideration of budgetary impacts as part of MEP's evaluation and recommendations.
6. Development of an executive summary memorandum describing potential risks and concerns for consideration by TFC. The memo will also provide a recommendation on whether installation of CH-1-3 is recommended at this time, or in a future phase.
7. Meet with the TFC PM to discuss MEP's findings and recommendations, and to answer any additional questions or concerns.

DESIGN/CONSTRUCTION ADMINISTRATION SERVICES

1. Excluded. This proposal includes no customary design or construction administration services.

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

**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. All design and construction administration phase services are excluded.
2. Development of independent opinion of probable construction costs is not included.
3. Performance of independent energy modeling and/or independent HVAC load calculations is not included.
4. Performance of project commissioning services is not included.

**IV. Compensation**

We agree to perform the above-described Engineering Evaluation Services scope of work, as described above, for a **fixed fee amount of \$5,000.**

This fee is inclusive of customary assessment expenses including document reproduction, mileage, and parking. We will invoice based on a percentage complete for the overall deliverables. Our total fee will be apportioned by into the various 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.

	<u>Percent of Total Fee</u>	<u>Amount</u>
1. <u>Engineering Evaluation Services</u>	100.0%	\$ 5,000
<b>TOTAL</b>	<b>100.0%</b>	<b>\$ 5,000</b>

For reference, we estimate that the above-described scope of work represents a total of approximately twenty-five (25) manhours by one or more Principal Engineers.

**V. Additional Services**

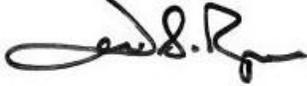
Should the project scope of work expand significantly in size and/or complexity, or if the project scope is augmented to include otherwise excluded items as listed above, MEP will bring this issue to the attention of the TFC project manager for discussion and consideration as potential additional services.

**VI. Project Schedule**

We propose to complete the above-described scope of work, including the technical memorandum deliverable, within twenty-one (21) days of TFC's notice to proceed.

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.

Sincerely,



**Joseph S. Reyes, PE, LEED AP**  
Principal

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**EXHIBIT B-4**

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

**LIST OF PSP PROJECT MANAGER  
AND  
SUBCONTRACTOR**

**CAPITOL COMPLEX CUP AND TUNNERL  
17-008A-8040**

A. PSP Project Manager:		<u>Joe Reyes</u> MEP Engineering INC. (Company) 1120 Capital of Texas Hwy south Austin TX (Address) 512-306-9650 (Cell #) <a href="mailto:jreyes@mepengineering.com">jreyes@mepengineering.com</a> (Email)
B. Subcontractors:		
	1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)