

TFC Contract No. 17-113-000
MEP Engineering, Inc.
Amendment No. 1
Project No. 16-010-5880

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
MEP ENGINEERING, INC.**

This Amendment No. 1 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 1”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and MEP Engineering, Inc. (hereinafter referred to as “A/E”), located at 1120 Capital of Texas Highway South, Building 1, Suite 150, Austin, Texas 78746 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Architectural/Engineering Services Agreement between the Parties.

RECITALS

WHEREAS, on June 28, 2017, the parties entered into that one certain *Professional Architectural/Engineering Services Agreement Between the Texas Facilities Commission and MEP Engineering, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to provide for Additional Services and Fees as more particularly described below; and

WHEREAS, subject to Section 11.28, Entire Contract and Modification, of the Agreement such modifications may only be effected by a written amendment to the Agreement; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Agreement so that it reflects these prohibitions;

NOW THEREFORE, the parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.

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2. The parties agree to modify ARTICLE II – SCOPE OF SERVICES to include the Additional Services generally described as HVAC controls upgrades design and construction administration services for mechanical system improvements at the William P. Hobby Building in Towers I, II and II, located at 300 Guadalupe Street, Street, Austin, Texas, as more particularly set forth in *A/E's Proposal and Fee Schedule dated February 21, 2018*, "Exhibit A-1," attached hereto an incorporated herein for all purposes.

3. The parties agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.1 – CONTRACT LIMIT–FEES AND EXPENSES, SUBSECTION 4.1.1 – FIXED FEE, by reflecting additional compensation to the A/E for Additional Services to be provided under this Amendment No. 1 in the amount of Two Hundred Five Thousand and No/100 Dollars (\$205,000.00), thus increasing the total amount of the Agreement from Four Hundred Sixty-Five Thousand Eight Hundred and No/100 Dollars (\$465,800.00), to a total not to exceed amount of Six Hundred Seventy Thousand Eight Hundred and No/100 Dollars (\$670,800.00).

4. The parties agree to modify ARTICLE V – ACKNOWLEDGEMENT, COVENANTS, AND AGREEMENTS, Section 5.2.8, Identification of Project Manager and All Subcontractors, for purposes of this Amendment No. 1 to include "Exhibit E-1," List of A/E Project Manager and Subconsultants for Amendment No. 1, attached hereto and by this reference incorporated herein for all purposes.

5. The parties agree to modify VI – WARRANTIES AND REPRESENTATIONS BY A/E, by adding Sections 6.1.15, and 6.1.16, respectively, which shall read in their entirety, as follows:

"6.1.15. **PROHIBITION AGAINST BOYCOTTING ISRAEL.** In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

6.1.16. **PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed."

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6. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

MEP ENGINEERING, INC.

By: DocuSigned by:
John S. Raff, P.E., Interim Executive Director
G29F7F24A756477...

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

John S. Raff

Joseph S. Reyes, P.E.

Interim Executive Director

Principal

Date of execution: 06/07/2018 | 3:26 PM CDT

Date of execution: 06/07/2018 | 1:54 PM CDT

G.C. DS
NRG

Dir. DS
MW

D.E.D. DS
JR

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EXHIBIT A-1

**A/E'S ADDITIONAL SERVICES PROPOSAL AND FEE SCHEDULE AND
DATED FEBRUARY 21, 2018**

**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

February 21, 2018

Lissi Riedel, PMP, CCM, CTCM, LEED AP
Senior Project Manager
Texas Facilities Commission
Facilities, Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

Re: **Proposal for Additional A/E Services #01 (WPH Controls Improvements) related to
MEP Upgrades to the WPH Towers I, II, and III (TFC Project #16-010-5880)**

Dear Ms. Riedel:

MEP Engineering, Inc. appreciates the opportunity to submit this proposal for additional professional engineering/architectural services on the above referenced project. As requested, this proposal has been developed for additional **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 Scope of Work Overview

Amendment Design Services will include the pre-design/design/construction administration of the following additional scope of work to be incorporated into the current deferred maintenance project scope of work.

1. WPH – William P. Hobby Building, 333 Guadalupe Street

- Assess and evaluate the existing WPH HVAC controls to determine improvements to sequences and additional equipment required to expand the capabilities of the existing controls system for specified items identified by TFC.
- Provide recommendations for adjustment to existing HVAC controls for implementation, likely to include various new control components/equipment.
- Provide design of HVAC systems/controls improvements as recommended by pre-design assessment and commissioning results.
- Perform controls checkout for entire HVAC controls system for verification of proper implementation of controls systems improvements.

This proposal is limited to the scope of work accomplishable inside of the proposed fee amount, and as defined by TFC based on the findings from pre-design efforts accomplished inside of this proposal scope.

The above scope of work shall be incorporated as an additional task assignment to MEP Engineering's current scope of work, as outlined in MEP's proposal letter dated April 27, 2017. General scope of work items, terms and conditions, and exclusions referenced in that proposal and the related TFC/MEP agreement shall remain in effect, unless otherwise noted.

II. Project Team Members

For the above-referenced WPH Controls Improvements scope of work, MEP Engineering is proposing to utilize an additional HUB subconsulting engineering firm (TG&W Engineers, Inc.) to assist MEP Engineering with these additional engineering efforts. Based on discussions between MEP and TFC, it has been determined that TG&W possesses prior knowledge of the specific HVAC controls issues unique to this building. MEP, therefore, feels it is in the best interest of the project to include this firm as an additional consulting engineering resource.

MEP Engineering, Inc., as the prime consultant, will continue to provide all project management services, along with an appropriate level of consulting engineering services as needed to implement the complete scope of work.

III. Compensation

We agree to perform the additional services scope of work, as described above, for an additional fixed fee of \$205,000. If approved and accepted by TFC, the current contract (17-113-000) fee amount shall be amended as outlined below:

	<u>Current Amount</u>	<u>Change Amount</u>	<u>Revised Amount</u>
A. Design Development (35%)	\$ 163,030	\$ 0	\$ 163,030
B. Construction Documents (40%)	\$ 186,320	\$ 0	\$ 186,320
C. Bidding/Negotiation (5%)	\$ 23,290	\$ 0	\$ 23,290
D. Construction Services (20%)	\$ 93,160	\$ 0	\$ 93,160
E. <u>Add Services 01: HVAC Controls Improv.</u>	<u>\$ 0</u>	<u>\$ 205,000</u>	<u>\$ 205,000</u>
Sub-Total	\$ 465,800	\$ 205,000	\$ 670,800

It should be understood that the numerous unknowns and investigative nature of this additional services task assignment requires some level of assumption to be made regarding the additional project design and CA efforts. As such, the final scope of work, may vary from that which was used to form the above fee basis. The TFC Project Manager will be apprised at regular intervals regarding the full scope of work involved. The use of this fee for professional services will be at the TFC Project Manager's direction. Unused portions of the fee may be returned to TFC or available for use by TFC for other tasks. Additional scope items requested by TFC beyond those included in this proposal may also be accomplished inside of this fee allocation, to the extent that fees are available. If scope items result in significant efforts beyond the available fee presented in this proposal, then the fee will require supplement to allow for compensation related to the additional effort expended.

Thank you for this opportunity to partner with the 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 / Project Manger

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EXHIBIT E-1

A/E LIST PROJECT MANAGER AND SUBCONSULTANTS FOR AMENDMENT NO. 1

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Exhibit E-1

LIST OF A/E PROJECT MANAGER
AND
SUBCONSULTANTS
(Name, Address & Contact Person (Project Manager))

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:	
MEP Engineering	Cameron Labunski, P.E. TG&W Engineers, Inc. 3701 Executive Center Dr. Ste. 258 Austin, TX 78731
Fire/Life Safety (Jensen Hughes)	Mark Hays Jensen Hughes 1701 North Collins Blvd. Suite 235 Richardson, TX 75080 469-443-7207 x41013