

TFC Contract No. 18-093-000
MEP Engineering, Inc.
Assignment No. 1
Project No.: 18-019-5740

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

TFC CONTRACT NO. 18-093-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1 (hereinafter referred to as “Assignment No. 1” 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 South Capital of Texas Highway, 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 conducting a Phase 1 pre-design engineering assessment of equipment in order to identify and prioritize operational issues at Building A located on the Texas Commission on Environmental Quality campus, 12100 Park 35 Circle, Austin, Texas (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-1,” PSP’s IDIQ Assignment No. 1 Proposal dated April 17, 2018, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than September 1, 2018 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. 1.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 1.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 1 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.

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FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 1 shall not exceed Thirteen Thousand One Hundred Twenty-Five and No/100 Dollars (\$13,125.00). No more frequently than once per month, 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. 1, 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-1."

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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EXHIBIT A-1

PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED APRIL 17, 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

April 17, 2018

Wendell Cook, PE
Commissioning Engineer
Texas Facilities Commission
Facilities, Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

Re: **Proposal for Professional Building Assessment Services
A/E Services for MEP Upgrades at TCEQ Central Plant "Building A"**

Dear Mr. Cook:

MEP Engineering, Inc. appreciates the opportunity to submit this proposal for professional engineering services on the above referenced project. As requested, this proposal has been developed for **Phase 1: Pre-Design Assessment Services** only, as described in the project scope of work section below. Upon Texas Facilities Commission's (TFC) acceptance of the Phase 1 report findings and TFC's authorization to proceed with design, MEP would then submit a separate proposal amendment for Phase 2: Design/Construction Administration Services. It is MEP's understanding that the terms and conditions of this project assignment agreement will be defined by our current Indefinite Delivery/Indefinite Quantity Professional Services Agreement (TFC Contract #18-093-000).

I. General Project Information

The Project consists of remediation of various deferred maintenance work within the following State of Texas office buildings. A general summary of TFC's anticipated scope of work for each building has been provided for reference.

1. **P35A – Park 35 Building A, 12100 N. IH 35, Austin, TX 78753**
 - Assessment for repairs to mechanical systems, including modification/upgrade of hydronic chilled water piping and condenser water within the central plant, evaluation of existing ice thermal storage system for replacement, review of existing cooling tower installation for modification, evaluation of existing air-cooled chiller for repair/replacement. The report will be focused on the above-mentioned systems/components only and will not include review of other unrelated maintenance and/or operational issues for improvement. Any previously completed TFC studies will be provided to MEP Engineering for review, evaluation, and reference as applicable in the new assessment report.
 - Exclusion:
 1. Assessment for replacement of existing central plant controls system is not included. It is our understanding that this scope of work has been completed.
 2. Assessment for installation of a new condenser water filtration system is not included. It is our understanding that this scope of work has been completed.
 3. Detailed energy modeling of the affected building(s) using actual space conditions to predict actual energy consumption and/or confirm actual HVAC loads. The energy model will be focused solely on central plant chilled water system operation.

- 4. Per TFC direction, development of an energy model and economic cost study analyzing possible replacement of the existing thermal storage system is excluded.

II. Project Scope of Work

The Phase 1 Assessment scope of work shall include, but not be limited to, the following:

- 1. Performance of on-site investigations, review of existing design documents and recent building HVAC audits, verification and validation of items in existing deficiencies list(s) requested for correction. TFC will provide the A/E team with all current, updated deficiency lists available for each building within the relevant building areas.
- 2. Development of limited CAD backgrounds in cases where the original building drawings are not available from TFC in CAD format. For this assessment phase proposal, development of CAD backgrounds would be limited to the purposes of the assessment report and would include limited field verification services. The development of extensive CAD backgrounds for a full, basic services design phase is not included in this scope of work; if necessary in the future, this additional CAD background and field verification scope of work and could be included in a separate, future basic services design proposal.
- 3. If applicable, assistance in the evaluation and interview during the Construction Manager-at-Risk selection.
- 4. If applicable, assistance to the Construction Manager-at-Risk to prepare order-of-magnitude opinion of probable costs for correction of deficiencies by repair or replacement, as recommended by the A/E team.
- 5. Assistance in developing priorities to align the project scope of work with the available project construction funding.
- 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. If rebates are available, coordination with the local utility to complete all necessary documentation to accomplish rebates. It is recognized that coordination and documentation of rebates will likely occur as part of Phase 2: Design/Construction Administration Services.
- 7. Actively participate in project meetings with TFC, the CMR (as applicable), and the A/E team to provide updates on assessment findings, discuss design and budgetary impacts, and maintain communication on the overall progress of the assessment report. It is anticipated that assessment phase meetings will occur on a biweekly basis, with each meeting lasting approximately 1 hour in duration. Based on the proposed assessment phase schedule in Section VI below, we anticipate such meetings will be held for between one and two months.
- 8. Presentation of findings and final recommendation to the Owner for review and approval.

Based on the information available at this time, MEP Engineering is proposing a Phase 1 Assessment A/E Team consisting of the following consultant firms:

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

Professional disciplines could potentially be added or removed based on the final assessment scope of work as authorized by the TFC project manager.

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. Assessment of systems will be limited to those disciplines identified within this proposal. We exclude assessment and/or services related to the following items: hazardous materials, environmental impact, elevators, data, public address systems, furniture/fixtures/equipment, 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. Coordination and negotiation of account-related items between TFC and Austin Energy, including reasonable rebate amounts and eligibility, is excluded. The TFC Energy Manager shall retain responsibility for this scope of work. MEP will provide technical engineering support for TFC to assist with this effort but shall not be responsible for direct coordination with Austin Energy on the specifics of rebate eligibility.
3. If applicable to the scope of work noted above, assessment of fire sprinkler, fire alarm systems, interior and exterior finishes, and building structural systems, will be limited to a general review of previously-issued building assessments developed by other specialty professional consultants. We exclude the performance of new, full-building assessment for these disciplines.
4. Unless noted otherwise, it is presumed that existing conditions within the various buildings are functional and compliant with applicable codes, such that additional assessment scope related to unknown existing conditions is not anticipated to be required.
5. Development of opinion of probable construction costs is limited to the scope of work included in the assessment report. OPCCs for other items not related to the assessment scope are excluded in this proposal.
6. Performance of complex energy modeling, other than basic energy efficiency comparisons involving magnitude of costs and life expectancies, is not included.
7. Assessment for LEED or other sustainable/green building rating programs is not included.
8. Performance of testing, adjusting and balancing (TAB) service is not included. It is our understanding that, if required, a TAB contractor will be contracted directly by TFC.
9. Development of extensive 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. In the event that 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 more substantial field verification and CAD documentation of existing conditions for the purposes of full, basic services design.

IV. Compensation

We agree to perform the work for this project as described above for a **fixed fee of \$13,125.**

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 assessment report.

V. Additional Services

If the project scope of work expands 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 Phase 1 Assessment based on the following preliminary schedule. Please note this schedule duration is an estimate and is subject to refinement based on the final assessment scope of work as authorized by the TFC project manager.

<u>Activity Description</u>	<u>Duration Days)</u>	<u>Start Date</u>	<u>Complete Date</u>
A. TFC Notice to Proceed (Estimated)			04/17/2018
B. Field Verification/Document Review	13	04/17/2018	04/30/2018
C. Develop Draft Assessment Report	21	04/30/2016	05/21/2018
• Submit Draft Report for TFC Review			05/21/2018
D. Develop Draft Economic Study	21	04/30/2016	05/21/2018
• Submit Draft Econ Study for TFC Review			05/21/2018
E. TFC Review/Comment of Draft Report	7	05/21/2018	05/28/2018
F. A/E Reply to TFC Review Comments	7	05/28/2018	06/04/2018
• Owner Review/Coordination Meeting			06/04/2018
G. Complete Final Report	14	06/04/2018	06/18/2018
• Issue Final Assessment Report			06/18/2018

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-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

TFC Contract No. 18-093-000
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Project No. 18-019-5740
Assignment No. 1
Exhibit B-1

PSP'S LIST OF PSP PROJECT MANAGER AND SUBCONTRACTORS

A. Project Manager:	Joe Reyes MEP Engineering INC. 1120 Capital of Texas HWY., South Building 1, Suite 150 Austin, TX 78746 512-306-9650 jreyes@mepengineering.com
B. Subconsultant:	N/A