

TFC Contract No. 17-001-000
Stanley Consultants, Inc.
RFQ No. 303-6-01308
Amendment No. 1
Project No. 167-001-8801

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
STANLEY CONSULTANTS, 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 Stanley Consultants, Inc. (hereinafter referred to as “R-CA”), located at 2705 Bee Cave Road, Suite 300, Austin, Texas 78746 (hereinafter referred to collectively as the “Parties”), to amend the Professional Architectural/Engineering Services Agreement between the Parties, as amended.

RECITALS

WHEREAS, on September 22, 2016, the Parties entered into that one certain *Professional Services Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Stanley Consultants, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties now desire to provide for Additional Services and Fees, and to include certain provisions adopted by TFC subsequent to the execution of the Agreement, in order to reflect the will of the Texas Legislature, and to comply with requirements promulgated by the State Auditor’s Office and the Comptroller of Public Accounts;

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.
2. The Parties agree to modify ARTICLE I – DEFINITIONS, by adding the following definitions:

“*HUB Compliance Reporting System* means the Texas Facilities Commission Historically Underutilized Business (“HUB”) online reporting system located at <https://tfc.gob2g.com>. The *HUB Compliance Reporting System* is used to maintain business records documenting compliance with the HUB Subcontracting Plan (“HSP”) by submission of monthly Progress Assessment Reports. See Section 11.2, Historically Underutilized Businesses (“HUBs”).”

“*Standard of Care* means R-CA’s Standard of Care defined in Section 6.1.14.”

3. The Parties agree to modify ARTICLE II – SCOPE OF SERVICES, Section 2.1, Scope of Services, to reflect the following Additional Services.

“Peer review of design documents, provision of Commissioning Specification, coordination and witnessing of equipment testing, witness and verification of controls system review of testing adjusting and balancing report, coordination with TFC, the A/E of record, and the CMR, to address issues identified during all phases of the Work, and to provide a brief reporting on all phases of the Work.”

4. ARTICLE III – TERM AND TERMINATION, by deleting Section 3.1, Duration, in its entirety and replacing it with Section 3.1, Duration, as follows.

“3.1. Duration. This Agreement shall be effective as of the Effective Date and shall terminate on December 31, 2021, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

5. 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 fees in the amount of Twenty-Eight Thousand Four Hundred Seventy-Five and No/100 Dollars (\$28,475.00), thus increasing the total amount of the Agreement from Three Hundred Eighty-One Thousand Eighty and No/100 Dollars (\$381,480.00), to a new total not to exceed amount of Four Hundred Nine Thousand Nine Hundred Fifty-Five and No/100 Dollars (\$409,955.00). Thus, Subsection 4.1.1, shall read in its entirety as follows.

“4.1.1. Fixed Fee. In exchange for the timely delivery of the Professional Services as specified by this Agreement, R-CA shall be paid a fixed fee of Four Hundred Nine Thousand Nine Hundred Fifty-Five and No/100 Dollars (\$409,955.00). Any Professional Services performed or delivered by R-CA prior to the Effective Date of this Agreement or after its termination cannot be compensated. Such Fixed Fee shall be paid to R-CA pursuant to the Agreement, this Amendment No. 1, and R-CA’s Proposal dated March 3, 2020, attached hereto as ‘Exhibit H-1’ and incorporated herein to the extent of any conflict between ‘Exhibit H-1,’ the Agreement, and this Amendment 1. Any conflict between ‘Exhibit H-1,’ the Agreement and this Amendment No. 1, shall be resolved in favor of the Agreement, and in the following order of precedence: the Agreement, this Amendment No. 1, ‘Exhibit H-1’ which is comprised of seven (7) pages.”

6. The Parties agreed to modify ARTICLE V – ACKNOWLEDGEMENT, COVENANTS, AND AGREEMENTS, Section 5.2, Acknowledgements, Covenants, and Agreements of R-CA, by deleting Subsection 5.2.8, Identification of Project Manager and All Subcontractors, in its entirety, and replacing it with Section 5.2.8, as follows:

“5.2.8. Identification of Project Manager and All Subcontractors. The Project Manager identified in the initial *List of R-CA Project Manager and Subcontractors* (hereinafter referred to as the "List"), a digital copy of which is incorporated herein by reference for all

purposes in .pdf on the Exhibits CD and named therein as 'Exhibit F,' will supervise the efforts of Contractor to timely provide TFC. with the Construction Services. 'Exhibit F' is supplemented for the Additional Services to be provided under Amendment No. 1 by the Project Manager indicated in the Supplement to List of R-CA Project Manager and Subcontractors, attached hereto and incorporated herein for all purposes as 'Exhibit F-1.'”

7. The Parties agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY R-CA, Section 6.1, Warranties and Representations by R-CA, by adding Subsections 6.1.14 through and including 6.1.23, as follows.

“6.1.14. Standard of Care. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, R-CA shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

6.1.14.1. Pursuant to Texas Local Government Code Section 271.904(d), R-CA hereby represents and warrants:

6.1.14.1.1. that it shall perform the Services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license;

6.1.14.1.2. that it shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect; and

6.1.14.1.3. that each of the employees and agents assigned to perform R-CA's obligations under this Agreement shall have the skill and training to perform the Services in accordance with the foregoing Standard of Care, and that all Deliverables shall be produced in a professional and workmanlike manner.

6.1.15. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. R-CA certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving R-CA within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

6.1.16. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053, Texas Government Code, R-CA certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

6.1.17. No Conflicts. R-CA represents and warrants that R-CA has no actual or

potential conflicts of interest in providing services to the State of Texas under this Agreement and that R-CA's provision of services under this Agreement would not reasonably create an appearance of impropriety.

6.1.18. Excluded Parties. R-CA certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

6.1.19. Suspension and Debarment. R-CA certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

6.1.20. Human Trafficking Prohibition. Pursuant to Section 2155.0061 of the Texas Government Code, R-CA certifies that it is not ineligible to receive this agreement and acknowledges that this Agreement may be terminated and payment withheld if R-CA's certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

6.1.21. Use of State Property. R-CA is prohibited from using State Property for any purpose other than performing services authorized under the Agreement. State Property includes, but is not limited to: TFC's office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. R-CA shall not remove State Property from the continental United States. In addition, R-CA may not use any computing device to access TFC's network or e-mail while outside of the continental United States. R-CA shall not perform any maintenance services on State Property unless the Agreement expressly authorizes such services. During the time that State Property is in the possession of R-CA, R-CA shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to R-CA's use of State Property that exceeds the scope of the Agreement. R-CA shall fully reimburse such charges to TFC within ten (10) calendar days of R-CA's receipt of TFC's notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the Agreement and the pursuit of other remedies available to TFC under contract, at law, or in equity.

6.1.22. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, R-CA certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Agreement. R-CA shall state any facts that make it exempt from the boycott certification.

6.1.23. 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 R-CA is on the above-referenced list the Agreement will be considered void or voidable and TFC will not be responsible to pay R-CA for any work performed.”

8. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.2, Required Insurance Coverages, 10.2.1, Worker’s Compensation and Employer’s Liability Insurance, by deleting Subsection 10.2.1.1. in its entirety and replacing it with Subsection 10.2.1.as follows.

“10.2.1.1. Subcontractor’s Certification. Pursuant to Texas Labor Code §406.096(b), R-CA shall require each Subcontractor to certify in writing to R-CA that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. TFC is entitled, upon request and without expense, to receive copies of Subcontractor’s written certifications.”

9. The Parties agree to modify ARTICLE X – INSURANCE, Section 10.3, General Requirements for All Insurance, by deleting Subsection 10.3.3.2 in its entirety and replacing it with Subsection 10.3.3.2, as follows.

“10.3.3.2. The policy, or such other document(s) as may be acceptable to TFC, must obligate the insurer, or a third-party acceptable to TFC, to notify the Texas Facilities Commission, Attention: Insurance Specialist, P.O. Box 13047, Austin, Texas 78711, of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, as soon as is reasonably possible prior to any such non-renewal, cancellation or change.”

10. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISION, subsections 11.1.1, Acts or Omissions, 11.1.2, Infringements, and 11.3, Taxes / Workers’ Compensation / Unemployment Insurance-Including Indemnity, by add the following sentence to each subsection.

“THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE R-CA TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TFC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TFC OR ITS EMPLOYEES (TEX GOV’T CODE SECTION 2254.0031).”

11. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by adding Subsection 11.1.4, as follows.

“11.1.4. ENGINEERING AND ARCHITECTURE. R-CA SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TFC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS,

ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO R-CA'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE R-CA OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO R-CA, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY R-CA WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND R-CA MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. R-CA AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TFC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TFC OR ITS EMPLOYEES (TEX GOV'T CODE SECTION 2254.0031)."

12. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by adding subsection 11.9.1, Cybersecurity Training Required, as follows.

“11.9.1. Cybersecurity Training Required. If R-CA has ‘access,’ as that term is defined in 1 Tex. Admin. Code § 202.1, to any state computer system or database, then, pursuant to Tex. Gov’t Code § 2054.5192, R-CA and its subcontractors, officers, and employees shall complete a cybersecurity training program certified under Tex. Gov’t Code §2054.519. The cybersecurity training program must be completed by the R-CA and its subcontractors, officers and employees during the term and any renewal period of the Agreement. R-CA shall verify completion of the training program to TFC pursuant to, and in accordance with, Tex. Gov’t Code § 2054.5192.”

13. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, Section 11.8, Name and Organizational Changes, by adding Subsection 11.8.1, Termination Due to Material Change, as follows:

“11.8.1. Termination Due to Material Change. TFC may terminate this Agreement due to any change to R-CA that materially alters R-CA’s ability to perform under the Agreement.”

14. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by inserting Sections 11.27 through and including 11.29, and re-numbering existing Section 11.27,

Entire Agreement and Modification, as Section 11.30, so that the inserted and existing sections read in their entirety, as follows:

“11.27. False Statements; Breach of Representations. By signature to this R-CA, R-CA makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If R-CA signs this Agreement with a false statement or it is subsequently determined that R-CA has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, R-CA shall be in default under this Agreement, and TFC may terminate or void this Agreement for cause and pursue other remedies available to TFC under this Agreement and applicable law.

11.28. Abandonment and Default. If R-CA defaults on this Agreement, TFC reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting R-CA will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

11.29. Antitrust and Assignment of Claims. R-CA represents and warrants that neither R-CA nor any firm, corporation, partnership, or institution represented by R-CA, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. R-CA assigns to the State of Texas all of R-CA’s rights, title, and interest in and to all claims and causes of action R-CA may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

11.30. Entire Agreement and Modification. This Agreement and its 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistently with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification, renewal, extension, or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.”

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

TEXAS FACILITIES COMMISSION

STANLEY CONSULTANTS, INC.

DocuSigned by:
Mike Novak, Executive Director
By: B1C9FC0A8020417...

DocuSigned by:
Jesse Cabrera, P.E., Business Development Manager
By: 304790CD7BB94F9...

Mike Novak

Jesse Cabrera, P.E.

Executive Director

Business Development Manager

Date of execution: 04/02/2020 | 6:51 PM CDT

Date of execution: 04/02/2020 | 5:24 PM CDT

GC 

Dir. 

DED 

TFC Contract No. 17-001-000
Stanley Consultants, Inc.
RFQ No. 303-6-01308
Amendment No. 1
Project No. 167-001-8801

Exhibit H-1

R-CA's Proposal dated March 3, 2020

March 3, 2020

Mr. Daniel Yen
Project Manager
Texas Facilities Commission
Design and Construction
1711 San Jacinto Boulevard
Austin, TX 78701

RE: Proposal for Additional Professional Engineering Services for Commissioning Services at the Texas School for the Deaf for Koen Hall, Lewis Hall, Cottage 570, and Communication Manhole Sump Pumps

Dear Mr. Yen:

Stanley Consultants appreciates the opportunity to submit this proposal for additional professional engineering services to Texas Facilities Commission (TFC) for Commissioning Services at the Texas School for the Deaf for Koen Hall, Lewis Hall, Cottage 570, and Communication Manhole Sump Pumps.

The proposed scope of work of the commissioning process does not replace or reduce the responsibility of system designer engineers, installing contractors, subcontractors, or suppliers in performing all aspects of work and testing as outlined the contract documents in providing a finished and fully function product and system.

General Project Information

The project consists of commissioning services for the Koen Hall, Lewis Hall, Cottage 570, and Communication Manhole Sump Pumps on the Texas School for the Deaf campus located at 1102 South Congress Avenue, Austin, Texas. Commissioning scope is not intended to be a voluminous report, as the commissioning process is intended to add functional value to the project in lieu of a forms population exercise. A general summary of TFC's anticipated scope of work for this building follows.

- *Provide Commissioning Specification for incorporation into Construction Manager-at-Risk's scope of work for Contractor's obligations.*
- *Coordinate and witness Functional Performance Testing and Integrated System Testing for the prefunctional equipment reviewed.*
- *Witness and verify Controls contractor completes control system calibration and point-to-point checkout for all BAS system modifications in coordination with TFC Controls personnel.*
- *Review Test, Adjust, and Balance (TAB) report and coordination with building TAB trades, including providing scope of work to TFC Project Manager for TAB support required to accomplish Commissioning Scope.*
- *Coordinate with TFC, A/E of record, and Construction Manager-at-Risk to address issues identified during construction, and warranty phases.*
- *Provide brief reporting on all phases.*

Project Scope of Work

Upon written authorization from TFC to proceed and completion of Background Checks for the Commissioning Team members, Stanley Consultants shall perform Commissioning Services consisting of those described in the following paragraphs. Commissioning will be divided in the following three phases:

- Construction Phase
- Acceptance Phase
- Post-Acceptance Phase

We will coordinate with TFC, A/E design team, and Construction Manager-at-Risk (CMR) through the three commissioning phases: Construction, Acceptance, and Post-Acceptance. Stanley Consultants will verify the A/E design team and TFC's design intent and design criteria to be used for commissioning.

1.0 Construction Phase

During the Construction Phase, the Commissioning Authority (CxA) will have primary responsibility for execution of the Commissioning Plan. Stanley Consultants will utilize TFC and A/E personnel, where feasible, to provide support for commissioning-related activities.

The proposed training program will be reviewed and documented upon completion. The Commissioning Authority will attend the inspection for the facility and prepare a final Summary Report. This report will document the commissioning process and the work performed by the Commissioning Authority.

Stanley Consultants will perform the following commissioning-related activities:

- Update the original TSD Commissioning Plan to include the additional services for Koen Hall, Lewis Hall, Cottage 507, and the communication manhole sump pumps. The Commissioning Plan will identify commissioning-related activities and include roles and responsibilities for team members including the Commissioning Authority, TFC's representatives, contractors, and vendors. Commissioning activities will include tests, procedures, meetings, documentation, scheduling, and sequencing of tasks. The Commissioning Plan will identify systems/equipment to be commissioned and methodology to be followed in demonstrating performance and operation. The Commissioning Plan will be updated with checklists and functional testing protocols as they are developed during construction.
- Develop commissioning specifications for all commissioned equipment. Coordinate this with the A/E design team and TFC to integrate the commissioning specifications into the overall project manual specifications package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 The Commissioning Process. The commissioning specifications shall include definitions of key terms; a detailed description of the responsibilities of all parties; details of the commissioning process; reporting and documentation requirements (including formats); alerts to coordination issues, deficiency resolution, construction checklist, and start-up requirements; the functional testing process; and specific functional test requirements including testing conditions and acceptance criteria for equipment to be commissioned.
- Review submittals of equipment to be commissioned for completeness and compliance to contract documents.
- Review construction document Requests for Information (RFI) and change orders.
- Complete three (four-hour) site inspections of the project installation and provide a written report of findings and observations. The inspections will be to witness equipment

and system installations, determine commissioning progress, and determine if the systems have received adequate operational checkout by installation contractors.

- Develop construction checklists for the commissioned equipment. The checklist captures equipment nameplate and characteristics data, and confirms the as-built status of the equipment or system. The checklists make sure that the systems are complete and operational. They document the installation of sensors, components, and completion of systems. Submit to the contractors, the A/E design team, TFC, and TFC's Representative for review and approval. We will review the completed construction checklists following each construction meeting to verify the contractor's progress and quality meet the construction documents.

1.1 Summary of Construction Phase Meeting/Site Visits Listed Above

The following meetings/site visits are provided for the Construction Phase commissioning services:

- Attend three four-hour general construction meetings by commissioning agent. After and before meeting, perform prefunctional testing and verification of the prefunctional checklists.

2.0 Acceptance Phase

During the Acceptance Phase, commissioning duties will include:

- Review the TAB reports for completeness and accuracy. TAB reports to be provided by others.
- Recommend approval of air systems balancing by TFC through statistical sampling of the report and separate field verification.
- Coordinate, oversee, and document the actual testing performed by the installation contractor or vendor. The systems are run through all of the control system's sequences of operation and components are verified to be responding as the sequences state.
- Review OEM documentation for completeness and accuracy.
- Review training program for TFC's operating personnel.
- Maintain a master commissioning issues log and a separate testing record. Provide written progress reports and test results with recommended actions to the contractor, the A/E design team, and TFC. Document corrections and retesting of non-compliance items by the contractors.
- Complete a Functional Testing Summary Report (four to six pages, excluding appendices). The report will include an executive summary, list of participants and roles, brief equipment description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report will contain the disposition of the Commissioning Authority regarding the adequacy of the equipment, documentation, and training meeting the contract documents in the following areas:
 - ✓ Equipment meeting the equipment specifications.
 - ✓ Equipment installation.
 - ✓ Functional performance.
 - ✓ Equipment documentation and design intent.
 - ✓ Operator training.

All outstanding non-compliance items will be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc., will also be listed. Each non-compliance issue will be referenced to the specific functional test, inspection, trend log, etc., where the deficiency is documented.

The functional performance section for each piece of equipment will include a brief description of the verification method used (manual testing, trend logs, data loggers, etc.) and include observations and conclusions from the testing.

Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Prefunctional checklists and functional tests (along with blanks for the operators) and monitoring data and analysis will be provided in a separate labeled binder.

2.1 Summary of Acceptance Phase Meeting/Site Visits Listed Above

The following meetings/site visits are provided for the Acceptance Phase commissioning services:

- Ten days for mechanical commissioning agent to verify functional testing of systems and sub-systems.
- Four hours for mechanical commissioning agent to observe and verify TFC training sessions.

3.0 Post-Acceptance Phase

Commissioning activities in the Post-Acceptance Phase include:

- Conduct one, 10-month Warranty Walk-through with TFC and A/E to document outstanding warranty items.
- Develop a warranty item punchlist in coordination with TFC, A/E, and contractors.
- Prepare and submit a final Commissioning Process Report to TFC. The report shall include, but not be limited to, the following:
 - ✓ Approved TAB report(s) for the building systems being commissioned.
 - ✓ All pretest checklists, signed by indicated personnel, organized by system and sub-system.
 - ✓ All functional performance test checklists/results, signed by indicated personnel, organized by system and sub-system.

3.1 Summary of Post-Acceptance Phase Meeting/Site Visits Listed Above

The following meetings/site visits are provided for the Post-Acceptance Phase commissioning services:

- One, eight-hour day for mechanical commissioning agent to perform 10-month Warranty walk-through with TFC.

4.0 Commissioned Equipment

Stanley Consultants will include in the Commissioning Specifications instructions to Contractor outlining the Contractor's commissioning responsibilities. Commissioning activities will include the pieces of equipment as noted below. Commissioning will not extend beyond the limits of the respective air-handling unit's mechanical rooms.

	HVAC		Exhaust		Notes
	Controls	AHUs	Fans	Pumps	
Koen Hall	1	1			
Lewis Hall	1	1			
Cottage 570			2		
Communication Manholes				29	Sump pumps with float controls
Total	2	2	2	29	

<u>HVAC Systems (1)</u>	<u>Sampling Rate</u>
Air-Handling Units	100% of total
Exhaust Air Fans	100% of total
Pumps	100% of total

<u>Building Automation Systems (2)</u>	
Temperature Sensors	100% of total
Pressure Sensors and Controllers	100% of total
Sequence of Operation	100% of total
Airflow Stations	100% of total
Air-Handling Unit Dampers/Valve Actuators	100% of total

- (1) Commissioning agent shall review the TAB reports for conformance to the construction documents.
- (2) Commissioning agent shall verify certification of system where applicable.

5.0 Communication and Coordination

An essential key to project success is communication and coordination among all members of the project team. Throughout the project, Stanley Consultants will maintain close contact with TFC staff to verify TFC's goals and objectives are being met and keep everyone informed of project progress. Coordination will be maintained via meetings, telephone, email, and written correspondence.

Assumptions and Clarifications

- The commissioning services were developed using the instructions and equipment list received by email dated 2/23/2020 from Mr. Daniel Yen with TFC.
- This proposal does not include any work related to the hydronic heating systems, hydronic cooling systems, plumbing systems, elevators, IT/telecommunications systems, security systems, fire protection systems, fire alarm systems, emergency power systems, or building envelope.
- TAB is not included in this proposal and assumed to be completed by an independent party per TFC policy and practices.
- Stanley Consultants shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, nor safety precautions and programs in connection with the Construction Work nor acts or omissions of the Contractor or Subcontractors; or any other persons performing any of the Construction Work, nor failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.
- Stanley Consultants shall have access to the Work at all times.
- Stanley Consultants shall not have responsibility for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or

construction management. Stanley Consultants may assist with problem-solving or resolving non-conformance, or deficiencies, but ultimately that responsibility resides with the Contractor and the A/E.

- The Contractor or Subcontractors will provide tools, as necessary, and assist Stanley Consultants to start, check-out, and functionally test equipment and systems.
- Stanley Consultants has included submittal of the Certified Commissioning Report after the Post-Acceptance Phase. One electronic copy will be provided.
- Stanley Consultants has included meeting attendance as detailed above. Additional meetings not included in this proposal shall be compensated at the hourly rate of the attending staff member.
- Stanley Consultants has included service to verify and witness four hours of TFC training sessions. Video recording is not included in this proposal and is assumed the responsibility of the contractor providing the training.
- Stanley Consultants has not included services resulting from significant changes in scope, extent, or character of portions of project including, but not limited to, changes in size, complexity, TFC's schedule, or method of financing, and revising previously accepted studies and reports when such revisions are required by changes in Laws and Regulations enacted subsequent to effective date of this Agreement, or are due to any other causes beyond Stanley Consultants' control.
- Stanley Consultants has not included services required as a result of TFC providing incomplete or incorrect project information on which we had previously relied.
- Stanley Consultants has not included time for investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; preparation of feasibility studies, cash flow and economic evaluation, rate schedules, and appraisals; evaluating processes available for licensing, and assisting TFC in obtaining process licensing by preparation of technical process data for use by TFC; and attendance with TFC to regulatory agency meetings.
- Stanley Consultants has not included time required to perform commissioning services to meet the expectations of the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Certification or other certification.
- Stanley Consultants has not included time required to perform commissioning services that achieve the economic, environmental, and social sustainability performance expectations of the Institute for Sustainable Infrastructure (ISI) ENVISION™ sustainable infrastructure rating system and/or other crediting or certification programs.

Fee

Stanley Consultants will perform the scope of services described in this proposal for a fixed fee of \$28,475 (Twenty-Eight Thousand Four Hundred Seventy-Five Dollars). Stanley Consultants will invoice monthly based on the following project milestones.

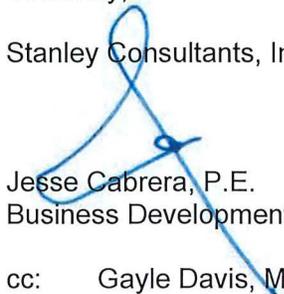
Fee Breakdown

Phase	% Fee	Invoice Amount
Construction Phase	16	\$4,640
Acceptance Phase	65	\$18,400
Post-Acceptance Phase	19	\$5,435
Total Fee	100	\$28,475

We appreciate the opportunity to continue our working relationship with TFC and look forward to working with you on this project. If you have any questions, call Gayle Davis, PE, CxA or me.

Sincerely,

Stanley Consultants, Inc.



Jesse Cabrera, P.E.
Business Development Manager

cc: Gayle Davis, Marketing Files

TFC Contract No. 17-001-000
Stanley Consultants, Inc.
RFQ No. 303-6-01308
Amendment No. 1
Project No. 167-001-8801

Exhibit F-1

Supplement to List of R-CA Project Manager and Subcontractors

**LIST OF R-CA PROJECT MANAGER
AND
SUBCONTRACTORS
(Name, Address & Contact Person (Project Manager))**

A. Project Manager:		Gayle Davis, P.E., CxA (Name) Stanley Consultants (Company Name) 6836 Austin Center Blvd, Ste 350, Austin, Tx, 78731 (Address) 612.275.0672 (Cell #) DavisGayle@stanleygroup.com (Email)
B. Subcontractors:		
	1.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company Name) _____ (Address) _____ (Cell #) _____ (Email)