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TBAE Firm Registration No.: 1452
TBPE Firm Registration No.: F-1416
TBPLS Firm Registration No.: 10065600

Date: 11 January 2021 **Revised 23 March 2021**
Subject: Professional Services Agreement
Project: Gilleland Park Improvements Project
Owner: City of Pflugerville PARD
Contact: Shawn Cooper
Address: 400 Immanuel Rd
Pflugerville, TX 78660

F21-007

Attachments: Attachment A – Work Plan
Attachment B – MEP Engineering Proposal
Attachment C – Structural Engineering Proposal

The City of Pflugerville Parks and Recreation Department (Owner) has requested a proposal for professional design services pertinent to design of a new shower and locker room building (bathhouse) to replace the existing shower and locker room building, and design of an entry building to replace the existing pool house in Gilleland Creek Park.

This proposal addresses the professional services, including architecture, landscape architecture and permitting services, to be provided by MWM DesignGroup (A/E); electrical, mechanical, and plumbing engineering services to be provided by Encotech Engineering Consults as a subconsultant to A/E; and structural engineering to be provided by Jose I. Guerra as a subconsultant to A/E, pertinent to the design, permitting, and bidding of the project.

A/E will coordinate professional services provided under this proposal with the Civil Engineering consultant retained by Owner under separate contract. Civil Engineering services are not included in the scope of this proposal.

OUTLINE OF PROFESSIONAL SERVICES

BUILDING DESIGN

A/E shall prepare, for the review and approval of Owner, plan, section, and elevation drawings of the proposed building improvements, including a descriptive summary of building mechanical, electrical, plumbing, and structural improvements to constitute Schematic Design Documents.

Based on the approved Schematic Design Documents, and any adjustments in the scope or quality of the project, A/E shall prepare Design Development and Construction Documents packages consisting of drawings and specifications setting forth in detail the requirements for the construction and permitting of the project, including structural and mechanical, electrical, and plumbing systems, in compliance with applicable codes and ordinances. The Construction Documents will be signed/sealed by licensed professionals and issued for regulatory review, and for bidding and construction of the project.



Project shall include the demolition and replacement of the existing Gilleland Creek Park shower and locker room building and pool house. To preserve the functional efficiencies of the existing pool layout, the new locker room and entry buildings will be planned in approximately the same location as the existing buildings and will utilize the existing utility services in accordance with Owner's Civil Engineering design. Given these constraints both buildings will be located within the floodway of Gilleland Creek. Programmatically both buildings must be constructed at approximately the same elevation as the existing pool deck (although their finished floors will be raised to the extent that efficient site circulation and accessibility will permit) and will be planned to resist flood loadings and to incorporate details and materials selected to minimize damage resulting from inundation.

DESIGN DELIVERABLES

1. Schematic Design Documents: Drawings and Narrative
2. Design Development Documents: Drawings, Specifications, Opinion of Cost
3. 50% Construction Documents: Drawings, Specifications, Opinion of Cost
4. 100% Construction Documents: Signed and Sealed Drawings, Specifications, Final Opinion of Cost

PERMITTING

Site Development and Building permitting services will begin after Owner approval of the Construction Documents. A/E will work with the City of Pflugerville seek approval of the proposed building and site improvements. Permit fees are not within the scope of this proposal.

A/E shall compile a submittal package of architectural documents for Texas Accessibility Standards review and shall provide them to a Registered Accessibility Specialist for review. Upon receipt of review comments, A/E will address any concerns noted and provide a written response for resubmittal. Registration, review, and inspection fees are not within the scope of this proposal.

Building Permitting (duration of approximately 2-3 months, subject to City of Pflugerville review timing)

MWM will work with the City of Pflugerville's Commercial Plan Review Department to seek approval of the proposed improvements, as outlined below:

1. Prepare and submit building permit application.
2. Review, distribute, and prepare responses to comments related to the initial review.
3. Coordinate with city staff to discuss questions, comments, and concerns (maximum of one meeting).
4. Coordinate submittal of Formal Update 1 which addresses initial comments.
5. Review, distribute, and address informal comments related to the first update.
6. Meet with city staff to discuss questions, comments, and concerns (maximum of one meeting).
7. Coordinate submittal of Formal Update 2 which addresses update 1 comments.
8. Review, distribute, and address informal comments related to the second update.
9. Coordinate final submittal which addresses Update 2 comments.



10. Seek final approval of Building Permit and provide one copy to the Client.

BID AND CONSTRUCTION PHASE SERVICES

In support of the competitive-bid contracting and construction phases of the project, A/E shall provide the following services:

1. Prepare and compile a Project Manual containing technical specifications and other design documents prepared by A/E and front-end specifications (general and supplemental conditions of the contract for construction, bonding and insurance requirements, and other legal and administrative requirements prepared by the Owner). A/E will incorporate into the Project Manual specifications prepared by Owner's Civil Engineer for the civil improvements.
2. Attend a pre-bid meeting with prospective contractors. Consider requests for substitutions, where appropriate, and provide to Owner documentation for inclusion in addenda.
3. Assist Owner in bid validation or proposal evaluation.
4. Prepare a letter recommending acceptance of the successful bid subject to contractual compliance.

ASSUMPTIONS

1. Deliverables will consist of submittals (for Owner review and approval) of Schematic Design Documents: Drawings, Specifications, Opinion of Cost; Design Development Documents: Drawings, Specifications, Opinion of Cost; and 100% Construction Documents: Signed and Sealed Drawings, Specifications, Final Opinion of Cost.
2. Foundation design for new buildings in Gilleland Creek Parks will require a current geotechnical investigation documenting soil conditions existing at each site. Acquisition of geotechnical studies is not included in this proposal as a basic service.
3. Site improvements, including site utilities, floodplain modifications, pedestrian pavement (including pool deck modifications), site accessibility improvements, parking lot modifications, drainage improvements, and environmental enhancements (such stormwater management and water-quality infrastructure improvements) are not included within the scope of this proposal. A/E shall work with Owner's Civil Engineer to coordinate the design of improvements necessitated by the proposed building design and shall coordinate with the Civil Engineer to minimize detrimental impacts on the floodplain associated with the building design. A/E shall not be responsible for potential modifications to the Civil Engineer's scope resulting from the building design process, and shall rely on Civil Engineer's representations regarding what is, and what is not, included in their contractual scope.
4. Owner will prepare hazardous materials assessment of the existing buildings prior to the commencement of design, and shall undertake any remediation necessitated by this assessment, or by the proposed scope of renovations. Services pertaining to the investigation or remediation of hazardous materials are NOT included in this proposal.
5. Agency fees, including permit and review fees, inspection fees, project registration fees, and similar jurisdictional fees whether due directly to an agency having jurisdiction over the subprojects or to a third-party acting on behalf of such an agency (as with respect to a Registered Accessibility Specialist acting for the Texas Department of Licensing and Regulation)



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- are not included within the scope of this proposal. Negotiation for reduction of fees or waivers from fees is not included in this proposal.
6. The proposal presumes a single development phase and, single bid package without bid alternates.
 7. Preparing and processing applications for waivers and/or variances are not included as basic services.
 8. No more than two updates are anticipated for building permit.
 9. Contractor will be responsible for obtaining the necessary trade permits associated with all permitted work.
 10. Scheduling of inspections are assumed to be performed by Contractor.
 11. Permit application and submittal process does not guarantee the final issuance of permit and is ultimately the decision of the department governing the review.
 12. Proposal has been prepared under the assumption that A/E would be retained to provide Construction Phase Services for the project.

REIMBURSABLE EXPENSES

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 5% for overhead.

1. Reproduction of documents for purposes other than in-house use by Owner or the team.
2. Expedited shipping and mailing expenses.
3. Special messenger delivery, if requested by the Owner.

Permit Expenses (Including services of an RAS for Texas Accessibility Standards review and inspection) will be paid directly by the Owner and are not included in the Reimbursable Expenses allowance referenced below.

SCHEDULE OF COMPENSATION

Project will be invoiced monthly, on the basis of the percentage of the work completed.



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MWM DesignGroup	
Architecture Schematic Design	\$ 9,640.00
Architecture Design Development	\$ 11,755.00
Architecture Construction Documents	\$ 16,260.00
Permitting Building	\$ 3,520.00
Architecture Bid Assistance	\$ 2,368.94
Architecture Construction Administration	\$ -
Jose I. Guerra	
Structural Engineering Schematic Design	\$ 4,560.00
Structural Engineering Design Development	\$ 4,560.00
Structural Engineering Construction Documents	\$ 4,560.00
Structural Engineering Construction Administration	\$ -
Encotech	
MEP Engineering Schematic Design	\$ 5,013.00
MEP Engineering Design Development	\$ 11,687.00
MEP Engineering Construction Documents	\$ 16,218.00
MEP Bidding	\$ 1,446.00
MEP Engineering Construction Administration	\$ -
TOTALS BASIC SERVICES	\$ 91,587.93
Reimbursible Expenses	\$ 750.00
Optional Additional Services	
Landscape Architecture	\$ 4,500.00

ADDITIONAL SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

If authorized by Owner A/E will provide the following Landscape Architecture Services in support of the implementation of a Compliance Landscape Plan for the project, consistent with the requirements of City of Pflugerville Code.

1. Design Phase
 - a. Compliance Landscape Plan
 - i. Conceptual Documents
 1. Attend a maximum of two site visits or design meetings.
 2. Prepare Concept Drawings and preliminary City of Pflugerville landscape calculations for fully developed site development.
 3. Respond to owner/team comments on concept drawings.
 4. Prepare permit landscape plans and landscape calculations for the proposed site development project.
 5. Irrigation design shall be provided through performance specification.



6. Respond to owner, team and permit review comments.
2. Bidding Phase
 - a. Compliance Landscape Plan
 - i. MWM does not anticipate prebid meeting for compliance landscape plan.
3. Construction Administration Phase
 - a. Compliance Landscape Plan
 - i. Attend no more than two (2) compliance site visits.
 1. One visit during construction to observe landscape and irrigation installation.
 2. One visit for punch list and concurrence review.
 - ii. MWM assumes no more than two (2) submittals.
 - iii. MWM assumes no more than two (2) RFIs.
4. Post Construction Phase
 - a. As-built record document preparation.
 - b. Warranty/follow up (maximum of one (1) site visit).

Any other additional services, including preparation of enhanced Landscape Plans, will require written consent by both parties and will be billed rates to be negotiated at the time of the additional services request.

No additional services work shall be performed by A/E without the express written authorization of Owner.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: civil engineering services; floodplain analyses; acquiring certificates or abstracts of title; surveying services; geotechnical analyses; hazardous site assessments; environmental impact assessments; land acquisition services; easement acquisition or vacation; bore hole staking or locating; and design services other than as are specifically enumerated above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice, it is the responsibility of Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey may materially alter the scope of the project in a manner not provided for in this contract. Likewise, active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any



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change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

TEXAS BOARD OF ARCHITECTURAL EXAMINERS

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architectural Registration Law, Texas Civil Statutes, Article 249a.

Approved:

A handwritten signature in blue ink, appearing to read 'Julia Havel', written over a horizontal line.

MWM DesignGroup, Inc.

22 March 2021

Date

Owner

Date

March 18, 2021

Owen Harrod, PhD, AIA
Sr. Project Architect, MWM Design Group
305 E Huntland Drive
Austin, TX 78752

P: (512) 784-1299
E: owenh@mwmdesigngroup.com

Re: Gilleland Creek Park — Pflugerville, TX
Mechanical, Electrical, and Plumbing Engineering and Design Services
Bathhouse and Concession Stand

Dear Owen,

Encotech Engineering Consultants, the “Engineer,” is pleased to submit this proposal for services on the above referenced project to MWM Design Group, the “Client.”

SCOPE

Gilleland Creek Park, the “Project,” consists of a new 1600 square foot bathhouse and a new 750 square foot concession stand/lifeguard office located at Gilleland Creek Park in Pflugerville, TX. The construction of the Project is estimated to cost \$750,000.00. The estimated Project schedule includes six (6) months for design and ten (10) months for construction.

The scope of work includes mechanical, electrical, and plumbing design for the buildings as indicated below.

Building Information:

DESCRIPTION	LEVELS	QTY	FLOOR AREA (APPROX)
Bathhouse	1	1	1,600 SF
Concession Stand/Lifeguard office	1	1	400 SF

BASIC SERVICES

Basic Services include engineering and design services to prepare construction documents. Basic Services shall include:

1. Coordination with the Client to determine project requirements.
2. Review of the Client's drawings and advise the Client on any engineering-related issues and requirements.
3. Perform engineering calculations and design.
4. One (1) pre-design site visit to observe and confirm existing conditions. (Note: This does not imply creation of as-built drawings.)
5. Attend periodic client design coordination meetings (virtual) not to exceed five (5). Attend additional internal coordination meetings (virtual) as required.
6. Mechanical Design shall include:
 - a. Zonal load analysis, sizing and scheduling of HVAC equipment based on zoning.
 - b. Design and routing of all HVAC air distribution supply, return, exhaust, and outside air duct systems.
 - c. Design and routing of HVAC piping systems, including HVAC condensate piping.
 - d. Design and location of all outside air, supply air, return air, and exhaust air devices.
 - e. Location of all temperature sensors and other required HVAC system control devices.
 - f. HVAC control schematics and written sequence of operations.
 - g. HVAC details.
 - h. Division 23 specifications.
7. Electrical Design shall include:

- a. Lighting and power outlet layout and circuiting.
 - b. Circuit design for appliances and special equipment.
 - c. Load analysis, service riser distribution panel schedules and wire sizing.
 - d. Relocating electrical panel and controls from existing location to within new building.
 - e. Electrical details as necessary.
 - f. Division 26 specifications.
8. Plumbing Design shall include:
- a. Plumbing layout and piping routing.
 - b. Domestic water, wastewater, and storm drain piping load analysis, sizing, layout, and riser diagrams.
 - c. Natural gas piping load analysis, sizing, layout, and riser diagrams, if applicable.
 - d. Plumbing details.
 - e. Division 22 specifications.
9. For the 60% Construction Documents Phase and for the 90% Construction Documents Phase, provide an Opinion of Probable Construction Costs (OPCC) spreadsheet for Mechanical, Electrical and Plumbing work. The OPCC values shall be based on Engineer's prior experience and based on construction cost data published in Means, if readily available. The level of detail for each OPCC document shall be at the discretion of Engineer based on the associated phase of work. The OPCC documents shall not be based on detailed take-off's and shall be used for Rough Order of Magnitude (ROM) estimates only; these estimates shall not constitute a detailed pricing report.
10. Make plan revisions as required by the local jurisdiction during the City of Pflugerville, TX building plan review.
11. Provide the following deliverables:
- a. Drawings in PDF format for the phases described below.
 - b. Specifications for inclusion in a Project Manual in Word or PDF format.
 - c. COM Check energy calculations for interior/exterior lighting, HVAC Equipment, and Water Heaters per City of Pflugerville, TX and latest adopted code. (Architect shall be responsible for the building envelope COM Check documentation which shall reside on the Architectural permit drawings by Architect.)

PHASE	DRAWINGS	SPECIFICATIONS	PERMITTED USE
Schematic Design		Narrative	Coordination & Pricing
Design Development	60%	Outline	Coordination & Pricing
Construction Drawings & Specifications	90%	Short-form	Coordination
	100%	Short-form	Bid, Construction & Permit
Bidding and Negotiations	Addenda	Addenda	Bid & Construction

ASSUMPTIONS AND CONDITIONS

The professional engineering services presented herein, and associated fee amounts, are based upon the Engineer's understanding of the scope of work and building information provided. Deviations from and changes in the project scope of work that affect the underlying contract assumptions stated within may impact the professional service fee.

Accordingly, the Engineer wishes to inform the Client and/or Owner that this proposal is based on the following documents, assumptions and conditions:

- 1. The following files received via email from Owen Harrod of MWM Design Group to Sharon Bickford of Encotech on January 5, 2021: Pflugerville Parks Buildings Technical Memo and site layout.
- 2. Email from Owen Harrod of MWM Design Group to Sarah Migl of Encotech on January 10, 2021.
- 3. Compensation shall be adjusted upwards if the building floor area increases.
- 4. Client shall work with the Engineer on RCP revisions and electrical outlet locations. The Engineer shall select all plumbing and lighting fixtures and submit the cut sheets to the Client for review and acceptance.
- 5. We understand that the project will not be a LEED project and will have no design considerations towards achieving LEED certifications or other sustainability certifications.
- 6. No cooking will be performed at the concession stand. All food will be prepared off site. Therefore, neither a grease interceptor or kitchen exhaust and hood system are included in the scope of work.
- 7. No pool equipment is included in the scope of work.
- 8. No site lighting beyond the buildings is included in the scope of work.
- 9. No specialty equipment or design requirements will be required for any chemical storage.
- 10. Air-conditioning system shall be limited to open air or standard Split Direct Expansion (DX) systems.

11. Project buildings will be designed concurrently but may not be built concurrently.
12. The project will be developed in Revit 2018 or later. The design will be developed to AIA Level of Development 300 (“LOD 300”, Construction Documents with non-geometric data). It is understood that the model will be received from the Architect once weekly, and that a return of the MEP model shall follow the same frequency for Encotech submissions. Contractors may use the Revit model as a tool to assist with their developing trade shop drawings. However, coordination will be required by contractors, and the contractors will still be responsible for adjustments as needed prior to developing the shop drawings for submission to Encotech for review during the construction phase.

COMPENSATION

The lump sum fee to provide Basic and Limited Construction Phase Design Services shall be:

PHASE DESCRIPTION	MEP
Schematic Design	\$ 5,013.00
Design Development	\$ 11,687.00
Construction Drawings and Specifications	\$ 16,218.00
Bidding and Negotiations	\$ 1,446.00
TOTAL	\$ 34,364.00

REIMBURSABLES

Reimbursable expenses are not included in the compensation summary above and shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents.
2. Expedited shipping, mailing, courier expenses.
3. Testing and Measurements.

ADDITIONAL SERVICES

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the Engineer. Therefore, such engineering work will be performed as Additional Services. Refer to Attachment B for Hourly Rates related to Additional Services effort.

The Engineer will perform Additional Services only with written approval and agreement by the Client. Such work may include but not limited to:

1. Major revisions to work product once initially approved by the Client/Owner.
2. Redesign and drawing revisions due to change of scope of work and or architectural background changes after the issuance of 90% Construction Drawings Phase documents.
3. Changes or increases in Project Scope or Scope of Engineering Services resulting from project Assumptions and Conditions as defined in the proposal which prove to be incorrect.
4. Any additional work not specifically included in this Scope of Services.
5. Work required by the enactment or revisions of codes, laws, or regulations after project initiation.
6. Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
7. Work associated with the preparation of as-built drawings.
8. Value Engineering Services.
9. Grease waste system and grease interceptor design.
10. Building Commissioning and MEP Systems Commissioning.
11. Design for LEED or other sustainability certification.
12. Energy Modeling.
13. Consultation, review, or design associated with landscape or site structures not integral with the buildings.
14. Work associated with special purpose structural systems such as: swimming pools, rainwater collection systems, cisterns, and storage tanks.

EXCLUSIONS

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Means and Methods of Construction.
2. Demolition of existing buildings and MEP scope within existing buildings.
3. Site Lighting.
4. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
5. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
6. Civil Engineer shall design any modifications to site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
7. Design of Security, Telephone/Telecom and CCTV Systems, Fiber Optics, Computer Network Systems, Audio/Visual (AV) and any other communications/special systems are not in our scope of work. The Engineer will coordinate power to equipment for such systems if load information is provided in advance by the Owner/Client.
8. Locating of concession equipment based on operation/functionality of concession as determined by others. Concession equipment shall be located by others.
9. Fire Sprinkler Engineering Design and Fire Alarm Engineering Design are outside the scope described in this proposal.
10. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to equipment for such systems if load information is provided in advance by Client.
11. Engineering and design of swimming pool and pool pumping systems. Encotech will provide a dedicated panel for power to the pool equipment.
12. Underbuilding drainage design and specification is outside Encotech's scope of services.
13. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
14. Permitting and expediting services.
15. Construction Administration Services (will be Additional Services).

CLIENT PROVIDED SERVICES

1. The Client/Owner shall furnish the Engineer with full information as to the Client/Owner project requirements including special considerations or special services needed, and to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings.
3. Electronic backgrounds (Floor Plans and Reflected Ceiling Plans (RCP)) shall be provided to the Engineer in AutoCAD (DWG or DXF) format or Revit (RVT) format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include the Client's Title Block and its required fonts and logos. Architectural backgrounds should include building plans, building sections, roof plan, RCP including patios/courtyards, wall sections, and awning/overhead structure details if applicable. RCP shall indicate all lighting fixtures and lighting fixture schedule for all light fixtures selected by the Client. Floor plans shall include all electrical power receptacles and data locations as required by the Owner.
4. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
5. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, gas connection, water connection, waste connection, BTUs, heat generation, etc.) prior to commencing design.
6. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.
7. Client/Owner shall retain 3rd Party to attain pressure and flow readings for incoming water service. Client/Owner shall present pressure/flow report to Engineer at onset of project prior to commencement of Plumbing design services.

RESPONSIBILITY OF OTHERS

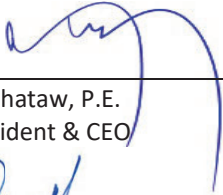
In accordance with accepted professional practice, it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.

Please call us if you have any questions. Thank you for the opportunity to work with you.

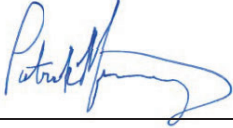
Sincerely,

Agreed and Accepted by Authorized Corporate Officer of:



Ali Khataw, P.E.
President & CEO

Legal Entity Name



Patrick Morrissey, P.E., LEED AP
Vice President of MEP Department

Signature

Print Name

Title

Date

March 18, 2021

Dr. Owen Harrod
MWM Design Group
305 E. Huntland Drive Suite 200
Austin, Texas 78752

Re: City of Pflugerville Gilleland Creek Park
Design Phase Services,
Pflugerville, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Structural Engineering Services for the above referenced project.

The project will entail the design phase for the construction of a new bathhouse with showers and restrooms, and a new entry building with a ticket window, a concession window and an office for lifeguards. The structures are anticipated to be load-bearing concrete masonry unit buildings with metal roofs.

A. Scope of Work

The Scope of Work is based upon the information contained in your request for proposal e-mail dated January 5, 2021 and is further clarified as follows:

General

- Specifications will be presented in book form and CSI format.
- AutoCAD plans will be provided by MWM DesignGroup (MWM) for use by Guerra in developing the design/construction drawings.
- Design drawings will be prepared using AutoCAD 2020.
- Record drawings of the existing above-ground structures and foundations are required.
- This proposal assumes that a complete and accurate geotechnical report will be provided to Guerra for use in developing the structural design.
- Preparation and submission of one (1) schematic design phase deliverable, one (1) design development phase deliverable and one (1) construction document deliverables is included in our scope of work.

- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.

Design Phase Services

The following tasks will be performed as part of the Design Phase Services of this project:

1. Prepare structural foundation plans, framing plans and specifications for the structures noted above in Schematic Design, Design Development and Construction Documentation Deliverables.
2. Address MWM and City of Pflugerville review comments in each deliverable, and revise plans and specifications accordingly
3. We will attend up to one (1) Design phase site visit/meeting.
4. Structural design is limited to the above building structures. Design of site related structures, including soil retaining structures adjacent to building is not included, but can be provided as an additional service if required.

Services Not Included:

- Special inspection services as defined by the International and Uniform Building Codes.
- Testing (destructive or non-destructive) of system materials or components.
- Preparation of detailed construction cost estimates.
- Attendance at Public Outreach Meetings
- Plan check processing and permitting through governmental agencies.
- Construction Administration Phase will be covered by a separate proposal.

Compensation

The Scope of Work defined above will be performed for a fixed fee as summarized below:

Schematic Design Phase	\$ 4,560.00
Design Development Phase	\$ 4,560.00
<u>Construction Documents Phase</u>	<u>\$ 4,560.00</u>
Total	\$ 13,680.00

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees nor anticipated.

Additional services, if required and requested in writing by your office, will be negotiated prior to commencing added scope of work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between MWM and the City of Pflugerville.

Jose I. Guerra, Inc. is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with MWM.

If this proposal is satisfactory, please sign and return a copy of this letter for our records.

Respectfully submitted,
JOSE I. GUERRA, INC.



Yan Cheung, P.E.
Project Manager/Senior Structural Project Engineer

Attachments:

Accepted by: _____ Date: _____