



Dunham Engineering, LLC
an HMT Company
6102 Imperial Loop
College Station, TX 77845
Phone: (979) 690-6555

Exhibit A: Letter of Agreement for Proposal #275-23-0184

This is an Agreement made as of _____, 2023 between the City of Pflugerville, Texas hereinafter known as the OWNER and Dunham Engineering, LLC of College Station, Texas hereinafter known as ENGINEER.

The OWNER intends for the ENGINEER to perform professional engineering services in the design and construction inspection of the WORK.

The WORK is defined as the installation of decorative lighting to illuminate the 50,000 gallon Historic Elevated Water Storage Tank located in Pflugerville, Texas. The work includes but is not limited to all electrical and instrumentation equipment necessary to illuminate the Elevated Storage Tank. Two estimates have been provided. One being the full illumination of the structure from top to bottom. The other being the illumination of only the areas above the balcony floor.

Engineer's preliminary opinion of probable construction cost to perform the full illumination of the tower from top to bottom is \$459,000.

Engineer's preliminary opinion of probable construction cost to perform the illumination of the areas above the balcony floor is \$301,000.

The ENGINEER'S services will be performed in the two (2) phases outlined below:

PHASE I – DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids to selected contractors and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to provide a draft set of contract documents to the OWNER for review and approval no later than 60 days from the date of the Agreement for the Illumination WORK.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid within 30 days after receipt of OWNER'S comments and approval.

The ENGINEER agrees to assist the OWNER in opening and reviewing bids and recommending a contractor for award.

In consideration of the above services, the OWNER agrees to compensate the ENGINEER in accordance with the following schedule:

TENTATIVE PROJECT SCHEDULE—**Recommendation only, can be modified to meet Owner's needs.*

November 14, 2023: Tentative Contract Amendment Approval and Notice to Proceed

January 12, 2023: Dunham Engineering to provide Draft documents to Owner for Review/Approval

January 26, 2023: Owner provides comments on Draft documents to Dunham Engineering

February, 2023: Dunham Engineering provides final Public advertisement.

March 2024: Dunham Engineering opens bids @ Pflugerville city office @ requested date/time. Dunham Engineering recommends contractor on best value received for Owner.

March 26, 2024: Council approves recommended contractor

March 28, 2024: Dunham Engineering notifies contractor of Award and provides contract documents for contractor to obtain bonds & sign.

April 10, 2024: Illumination contractor returns executed contracts to Dunham Engineering for Owner signature

April 11, 2024: Dunham Engineering issues Notice to Proceed to contractor

April 25, 2024: Illumination contractor starts work.

July 25, 2024: Illumination work completed.

COMPENSATION

Fees include all costs associated with travel, labor, insurance, tools and equipment.

- Phase I- Illumination Design
 - Total fee of \$65,000 – Partial payments due as follows:
 - 75% due when DRAFT documents are provided.
 - 25% due when FINAL documents are provided.

The ENGINEER agrees that total fees will not exceed \$65,000 without prior approval from the City.



Jeff Leubner
Dunham Engineering Sales Manager
Cell: 832.745.2043
Email: Jeff.Leubner@hmttank.com
Date: October 20, 2023

Owner

By: _____

Date: _____

ENGINEER provides no warranties, express or implied, of merchantability, fitness for service, purpose or otherwise. In no event shall ENGINEER be liable for any indirect, incidental, consequential, special, punitive or exemplary damages loss of use, loss of profits, loss of production or economic loss regardless of the nature of the claim. ENGINEER'S maximum liability hereunder, whether in contract, tort, or otherwise, shall not be greater than the amount of the Compensation herein.