

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT# 1
FOR
2014 General Obligation
Mansions at Stone Hill Park Development Project**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIRM: MWM DesignGroup ("Consultant")

ADDRESS: 305 East Huntland
 Suite 200
 Austin, Texas 78752

This Supplemental Agreement No. 1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas, hereinafter called the "City" and MWM DesignGroup, hereinafter called the "Consultant".

WHEREAS, the City and Consultant executed an Agreement for Professional Services, hereinafter called the "Agreement", on the 16th day of November , 20 15 for the Mansions at Stone Hill Park project in the amount of \$ 30,654 ; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of the Agreement, Scope of Services, Work Schedule, and Compensation;

WHEREAS, the parties elect to apply the changes enacted by the 84th Legislature in HB 2049, to the indemnity and duties of engineers and architects, to the additional scope of work commenced after the execution of this agreement; and

NOW THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

1.

Article II. Term shall be amended by changing the term of the Agreement to terminate on August 30th , 20 17 , with the ratification and incorporation of the terms of the original agreement.

Article III. Scope of Services and Exhibit 1, shall be amended as set forth in the attached addendum to Exhibit 1.

Article III. Work Schedule and Exhibit 1 shall be amended as set forth in the attached addendum to Exhibit 1.

Article IV. Compensation to Consultant and Exhibit 1 (Fee Schedule), shall be amended by

by increasing by \$ 204,081.35 ____ the amount payable under the Agreement for a total of \$ 234,735.35 ____, as shown by the attached Addendum to Exhibit 1 (Fee Schedule).

Article IX. Insurance, shall be amended by requiring Consultant to name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement under terms satisfactory to the City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.

Article X. Indemnification, shall be substituted with:

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the

CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2)

10.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: Julia Harrod

Title: City Manager

Title: President

Date: _____

Date: 11/16/2015

APPROVED AS TO FORM:

George Hyde
City Attorney
Denton Navarro Rocha Bernal Hyde & Zech, P.C.



Date: 13 November 2015
Subject: Professional Services Fee Proposal
Project: Mansions at Stone Hill Park
Design and Construction Phase Services
Owner: City of Pflugerville
Client: Parks and Recreation Department
Contact: James Hemenes
Parks and Recreation Director
Address: 400 Immanuel Road
Pflugerville, 78660
Phone: 512-990-6357
Email: jamesh@pflugervilletx.gov
Enclosures: Exhibit A – Preliminary Project Schedule
Exhibit B – Geotechnical Services
Exhibit C – MEP / Structural Design Services
Exhibit D – Compliance Services

The City of Pflugerville Parks and Recreation Department has requested a proposal for design and construction phase services for the proposed park at Mansions at Stone Hill. The park is located on Town Center Drive near the Highland Park Neighborhood in Pflugerville, Texas.

On the basis of the preliminary design report, the MWM DesignGroup design team (A/E) shall prepare design development, construction documentation, permit and bid assistance and limited construction phase services. The proposed 11 acre park includes the development of a dog park, parking lot (with lighting), 3300 lf of concrete trails, shade pavilion, picnic tables, trail exercise stations, volleyball court, ½ court basketball, splash pad, restroom building, splash pad, open space fields, landscaping, rain garden, detention pond and natural area protection. A/E anticipates \$1,700,000 construction budget for the project.

SCOPE OF SERVICES

Upon notice to proceed, MWM will provide design services in support of the Mansions at Stone Hill Park project and is ready to begin immediately.

Project Scope

- 1. Design Development
 - a. Prepare Design Development Documents consisting of drawings (plans, sections, elevations, etc.) and other documents to fix and describe the size and character of the Project as to civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
 - i. Restroom
 - 1. A/E anticipates new restroom building shall have exterior shower
 - 2. A/E assumes the restroom building shall consist of a load-bearing masonry building envelope with a timber-framed roof structure
 - ii. Pump house
 - 1. A/E anticipates one small, unoccupied building to contain infrastructure such as pumps and valves for the proposed splash pad
 - 2. A/E anticipates the design of this building shall be consistent, in materials and details, with the restroom building

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- iii. Picnic shelter
 - 1. A/E assumes the shelter shall consist of a pre-engineered component for which construction drawings will be furnished by the manufacturer
 - 2. A/E shall provide drawings of hardscape and cladding elements to integrate the final appearance of the shelter with the design of other park elements
 - iv. Splash Pad
 - 1. Provide recommendations for equipment based on project budget
 - 2. Provide thematic recommendations for splash pad
 - v. Park Amenities (playground, shade, benches, picnic tables, exercise station, landscape, irrigation, etc) shall be designed and specified as indicated in Appendix A and B of the Pflugerville Parks Development Manual
- b. Provide (through subconsultant services) geotechnical investigation and pavement recommendations for the project.
 - c. Prepare Statement of Probable Construction Cost.
 - d. Meet with City of Pflugerville building review officials to verify applicable site and building codes and issues that may affect the Project.
 - e. Coordinate Geotechnical Consultant for site borings, geotechnical analysis, pavement and foundation recommendations.
2. Construction Documentation
- a. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the OWNER, THE A/E shall prepare, for approval by the OWNER, Construction Documents consisting of Drawings and Specifications setting forth in detail the civil, landscape, architectural, structural, mechanical and electrical requirements for the construction of the Project.
 - b. A/E shall work collectively with its structural and MEP consultants to produce a coordinated set of construction drawings for the restroom and splash pad building elements
 - c. A/E shall prepare construction drawings for picnic shelter to be installed by the project general contractor, and performance specifications for the pre-engineered elements to be designed, furnished and installed by the manufacturer
 - d. Provide construction site and geometry plan with coordinate locations of control points for construction layout. Site plan will also illustrate code compliance, including: fire vehicle accessibility, traffic circulation, surface parking, visible surface improvements, fencing, easements, building footprints, pedestrian accessibility, signage, and striping.
 - e. Provide a grading program for the project site. Insofar as site conditions permit, the grading program will be developed to minimize the manipulation of existing contours and balance the quantities of cut and fill.
 - f. Provide design for new water and wastewater service lines to serve the proposed improvements. A/E assumes water and wastewater service will be provided from Chrichton Castle Bend Boulevard.
 - g. A/E will verify that a fire hydrant and fire line are not required for the development of the project. If fire protection is required by City of Pflugerville, A/E will provide design of new fire

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hydrant and fire line as required for the project by the City of Pflugerville. A/E assumes service will be taken from Chrichton Castle Bend Boulevard.

- h. Provide the design of HMAC pavement system, based on geotechnical recommendations, for circulation and vehicle parking.
 - i. Provide the design of site storm drainage associated with the proposed development.
 - j. Provide the design of detention facilities necessary to restrict site stormwater runoff to the level maintained prior to the construction of the proposed improvements.
 - k. Provide design of rain garden (ie water quality pond) adjacent to the proposed dog park.
 - l. Provide the design of temporary erosion control systems and tree protection for use during construction.
 - m. Provide landscape and irrigation design for the development of the park.
 - n. Provide Overall Utility Plan, depicting water, wastewater, and electrical on same drawing.
 - o. Provide necessary construction details for proposed improvements.
 - p. Provide technical specifications for the A/E scope of work. A/E assumes OWNER will provide front end documents.
 - q. Provide opinion of cost for proposed A/E scope of work.
3. Jurisdictional Services
- a. Submit a package of sealed, construction documents to the Development Services Center of the City of Pflugerville in accordance with City requirements and assist OWNER with site and building permitting.
 - i. A/E assumes permitting of the pre-engineered picnic shelter shall be the responsibility of the manufacturer.
 - b. Prepare summary documentation for inclusion in a Stormwater Pollution Prevention Plan (SWPPP) required by the Environmental Protection Agency. Portions of the SWPPP are required to be completed by the OWNER and Contractor. Submittal of associated paperwork to the Texas Commission on Environmental Quality is the responsibility of the Owner and Contractor.
 - c. Provide documentation of proposed site improvements for inclusion in a submittal package for TAS review. Upon receipt of review comments, A/E will address any concerns noted and provide a written response.
4. Bid Phase
- a. Attend prebid meeting with OWNER and prospective contractors.
 - b. Assist OWNER with bid evaluation and contractor qualification
 - c. Consider requests for substitutions, where appropriate, and prepare addenda for OWNER distribution to prospective contractors
 - d. Assist OWNER in bid validation or proposal evaluation

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5. Construction Phase
 - a. Following the execution of the contractor's construction contract, A/E will make periodic visits to the site at intervals appropriate to the contractors operations in order to keep the OWNER informed of the progress and quality of the work completed and to determine in general that the work is being completed in accordance with the contract documents.
 - b. Provide written report for all site visits documenting observations made during the time of the visit.
 - c. Review shop drawings, submittals and pay estimates provided by the contractor, and maintain a record of all such communication in accordance with the requirements of the contract documents
 - d. If required, review properly prepared, timely requests from the OWNER or contractor for changes to the scope, duration or cost of the work for OWNER prepared Change Orders and Construction Change Directives.
 - e. Assist OWNER with review and evaluation of contractor pay application
 - f. Assist the OWNER in completing the closeout documentation to conclude the construction phase of the project, including
 - i. preparation of a Letter of Concurrence for the successful completion of the project
 - ii. preparation of as-built documents based on contractor provided markups (ie redlines).
 - iii. Submit PDF of record drawings to OWNER

Project Schedule

A preliminary schedule has been provided to develop timelines, reference Attachment A. A final project schedule will be determined at NTP.

1. A/E anticipates the following project submittals
 - a. 50% and 100% Design Development
 - b. 50%, 90% and 100% Construction Document
 - i. 90% Construction document shall be used for project permitting
 - ii. 100% Construction document shall be used for project bidding
 - c. Opinion of cost for each design development and construction document submittal
 - d. Technical Specifications
 - i. Outline specification for 100% Design development
 - ii. Technical specification for each construction document submittal
 1. A/E will use City of Pflugerville standard specifications.
 2. If City of Pflugerville does not have a standard specification for proposed scope of work, A/E shall use standard City of Austin specification or A/E will develop a special specification for the project.

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Project Coordination

A/E anticipates project coordination with the OWNER as shown below:

1. Design Development
 - a. One kick-off meeting with OWNER
 - b. Internal QAQC for all design development submittals
 - c. One project review meeting following submittal of 100% design development
2. Construction Document
 - a. One project review meeting following submittal of 50% construction document
 - b. One project review meeting following submittal of 100% construction document
 - c. One permit presubmittal meeting with City of Pflugerville permit review staff.
 - d. One review meeting with City of Pflugerville permit review staff for permit coordination.
3. Bid-Phase
 - a. Attend pre-bid meeting
 - b. Attend meeting with OWNER for evaluation of contractor bid
4. Construction Phase
 - a. Attend weekly project coordination meeting (48 assumed) with OWNER and contractor
 - b. Attend meetings at project milestone or specially called project coordination meeting (4 assumed)

Assumptions

This proposal has been prepared in accordance with the following assumption. Should any of these assumptions be proven invalid, additional services or contract modifications may be required

1. A/E assumes that a fire line is required for the development of the park project.
2. Additional meetings beyond those noted above may require contract modification.
3. No site clearing will be required to access the borehole locations.
4. Right of Entry Permits will be provided by the OWNER, if necessary.
5. Additional alternates (materials, landscape, furniture, equipment), other than those included with contract documents, may require contract modification.
6. Incomplete, improperly prepared and/or untimely submittals, shop drawings, RFI's, etc., including excessive resubmittals, may require contract modification.
7. Agency fees are not included with this proposal.
8. All drawings and materials required for project advertising will be produced by the OWNER. A/E will furnish one PDF copy of the technical specifications and construction plans.

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9. Waivers and/or Variances to the standard land development regulations are not anticipated or included as part of the proposal, but may be added through contract modification.
10. A/E assumes that LEED or SITES registration and/or certification is not part of the project scope.
11. A portion of the site appears to lie within the floodplain, as shown in FIRM No. 48453C0280J. No improvements are anticipated within the floodplain.
12. No site retaining walls over four feet in height are anticipated for this project.
13. Design of off-site improvements (upgrades to public utility lines/drainage facilities, roadway construction) is not included in this Scope of Services.
14. Preparing easement documents is not included in this scope of work.
15. Warranty review is not anticipated.
16. Relocations of existing utilities is excluded due to the variability of this particular task.
17. MWM CAD standards will be utilized for this project. Reformatting CAD files to meet other standards is excluded.
18. The following software programs are anticipated to be used for the engineering design and construction plan preparation:
 - AutoCAD Civil 3D 2015 - preparation of drawings
 - PondPack V8i – hydrologic modeling and pond routing
 - StormCAD V8i – hydraulic modeling
19. Reference geotechnical proposal for additional information and assumptions
20. Truck mounted drilling equipment will be able to access all geotechnical boring locations, without any site clearance or construction of temporary access
21. Geotechnical soil borings will be properly backfilled with bentonite chips
22. Samples from the borings will be retained for 30 days after the final geotechnical investigation report for this project. The OWNER may extend the storage time, if necessary, for an additional fee.
23. A/E assumes no work will be conducted within the drainage easement
24. Site lighting is anticipated to include parking lot and sidewalks (for restroom, playground and dog park) connected to the parking lot. Lighting for open space, basketball, volleyball, sidewalks and trails are not anticipated.
25. A Phase I Environmental Site Assessment (for hazardous materials) is not a required for development of the project.

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SCHEDULE OF COMPENSATION

Professional services shall be compensated on an hourly not to exceed basis as follows:

Geotechnical Services	\$	12,260.85
Design Development	\$	29,071.50
Construction Documentation and Jurisdictional Services	\$	108,266.25
Compliance Services (ADA Review and Inspection)	\$	4,278.75
Bid Phase	\$	1,939.00
Construction Phase	\$	47,765.00
Reimbursables *	\$	500.00
Total	\$	204,081.35

* A/E anticipates that unused reimbursable fee allocated under original contract may also be utilized, if necessary, under this contract.

Reimbursable Expenses

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 5% for overhead unless specifically stated otherwise elsewhere in this Agreement.

1. Expedited shipping and mailing expenses.
2. Special messenger delivery, if requested by the Owner.

Additional Services

Any and all additional services will require written consent by both parties and will be billed in accordance with the base contract.

GENERAL CONDITIONS

Excluded Services

Services that are not provided for in this Agreement specifically include, but are not limited to: survey services; subsurface utility engineering; traffic impact studies; traffic signal design; trench safety system design; geotechnical analyses; hazardous site assessments; environmental impact assessments; floodplain studies; design of offsite improvements except as specifically included as basic services. Such services may be performed as additional services to this agreement, if authorized by the City.

Responsibilities of Others

In accordance with accepted professional practice it is the responsibility of the property 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 services described in this document. Certain unusual or unforeseeable conditions not identifiable by visual observation 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, 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 change to the scope of the project required by such

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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 'Andrew Howard', written over a horizontal line.

MWM DesignGroup, Inc.

11/14/15

Date

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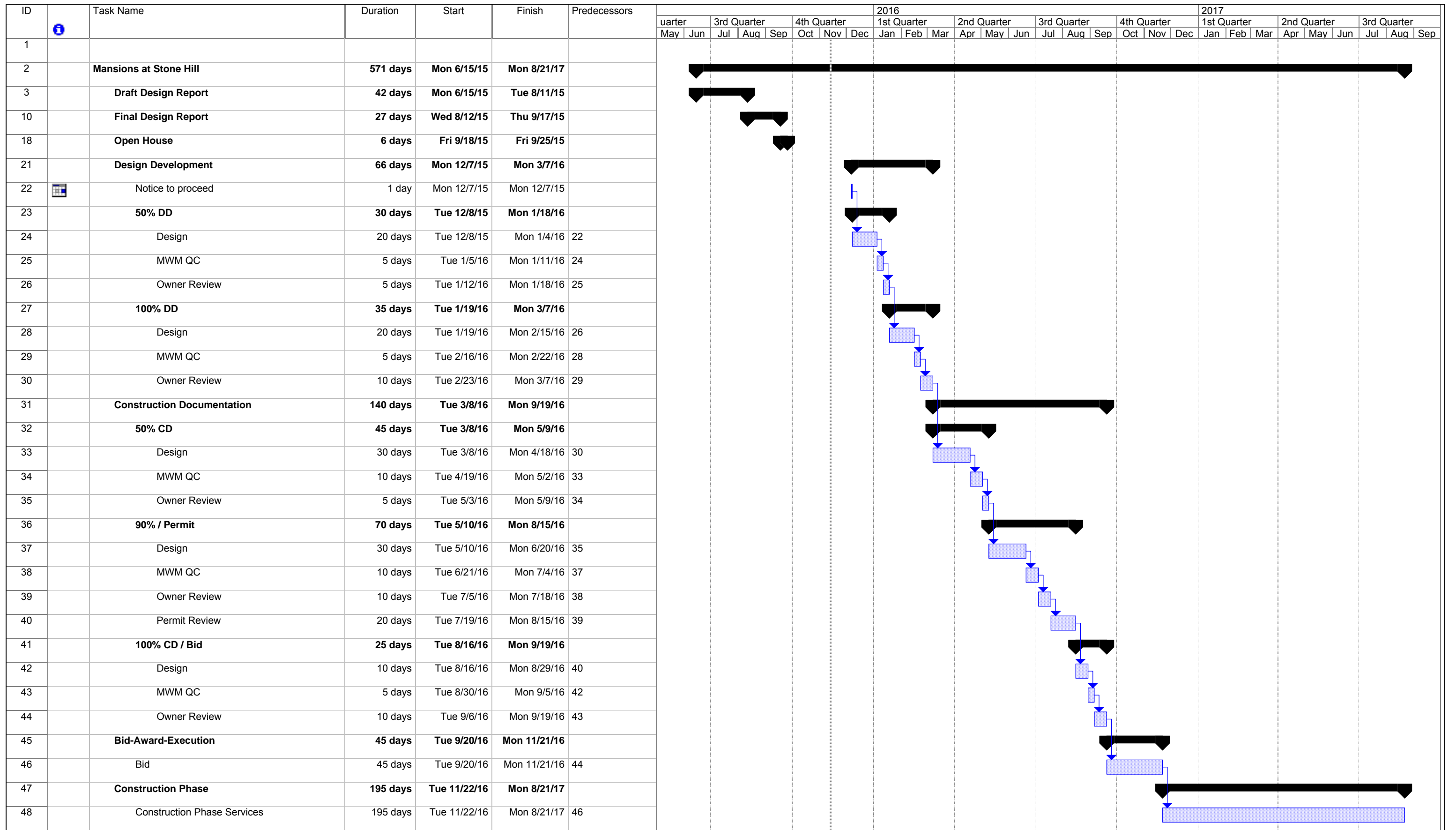
TBAE Firm Registration No. F-1452

TBPE Firm No. F-1416

TBPLS Firm Registration No. 10065600

Exhibit A – Preliminary Project Schedule

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Project: 2015.11.13 Mansion Prelim; Date: Fri 11/13/15	Task		Progress		Summary		External Tasks		Deadline	
	Split		Milestone		Project Summary		External Milestone			



www.mwmdesigngroup.com

TBAE Firm Registration No. F-1452

TBPE Firm No. F-1416

TBPLS Firm Registration No. 10065600

Exhibit B – Geotechnical Services

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Austin, TX 78744-1045
512.447.9081 Ph
Dallas | 512.443.3442 Fax
San Antonio | www.hvj.com

October 28, 2015

Mr. David Cazares, ASLA
Sr. Project Manager, LEED AP
Landscape Architecture Lead
MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, Texas 78752

Re: Mansions at Stone Hill Park
Geotechnical Investigation and Pavement Design
City of Pflugerville, Texas
Owner: City of Pflugerville
HVJ Project No. AG15 17606

Dear Mr. Cazares:

HVJ Associates, Inc. is pleased to submit this proposal to provide a geotechnical investigation for the above referenced project. It outlines our understanding of the project, scope of work, fee, and schedule for providing the requested geotechnical investigation services for this project.

Project Description

The project includes construction of new park facilities located north of Town Center Drive and East of Chughton Castle Bend in Pflugerville, TX. Based on the conceptual plan provided by the client, the following structures are planned for the proposed park: volleyball courts, ½ basketball court, splash pad, restroom with shower, 20 by 40 ft. shade structure and a parking area with a circle drive. In addition, water and wastewater utilities are also planned to be installed at this project site.

Geotechnical Investigation Scope

HVJ proposes to two twenty (20) ft. soil borings for the volleyball and basketball courts, three fifteen (15) ft. borings for the splash pad, 20 by 40 ft. structure, and water/wastewater utilities and two ten (10) ft. borings for the pavement and drive areas. Total drilling footage is proposed to be 105 feet.

The soil borings will be properly backfilled with bentonite chips. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. If encountered, rock will be cored using a NX size core barrel. Rock Quality Designation (RQD) and percent recovery will be determined in the field.

Mr. David Cazares, ASLA
AG15 17606
October 28, 2015

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJ will perform appropriate laboratory tests on soil samples recovered from the borings which will consist of soil classification tests and unconfined compression strength tests on select soil or rock samples. The soil classification tests will include moisture content determinations, Atterberg limits, sieve analyses.

Engineering Report Deliverables

A report of our geotechnical investigation will be prepared by an engineer specializing in soil mechanics and foundation engineering, after reviewing available structural design information, boring and laboratory data. In general, the following items will be included in the report:

- Vicinity map
- Geology map of the project site
- Plan of borings
- Summary of laboratory test results
- Borings logs and generalized subsurface conditions
- Building foundation recommendations
- Foundation construction considerations
- Structural fill requirements
- Concrete Driveway/Parking Area Pavement Recommendations (one design only)

Assumptions

The following assumptions were made in developing the scope and fee estimate for this project:

- City of Pflugerville will provide Right of Entry Permits, if necessary.
- Truck mounted drilling equipment will be able to access all boring locations, without any site clearance or construction of temporary access.
- One-call system or Dig-Tess will be used to clear potential underground utilities.
- No traffic control is needed at the project site.
- Boring locations will be surveyed by others, if needed.
- Design recommendations for water quality facilities are not part of the scope of work.

Fee

Based on the scope of work outlined, our estimated not to exceed fee for our services is \$14,409.00. A detailed cost breakdown is attached. Should the project configuration change significantly, additional work may be required. HVJ Associates, Inc. will recommend such additional work when and if it is deemed necessary.

Schedule

We propose to start fieldwork within two (2) weeks after receiving a written notice to proceed. Drilling and laboratory testing will take approximately two (2) weeks to complete. Engineering analysis and report preparation will take approximately three (3) weeks. The proposed schedule may be altered if inclement weather occurs for an extended period of time.

Mr. David Cazares, ASLA
AG15 17606
October 28, 2015

Invoices

Invoices will be submitted on a monthly basis. It is our understanding that payments will be made by City of Pflugerville within 30 days of receipt of an invoice from HVJ Associates Inc.

Sample Retainage

Samples from the borings will be retained in our laboratory for 30 days after the final geotechnical investigation report for this project. The city may extend the storage time, if necessary, for an additional fee.

Construction Material Testing Services

For quality assurance and control, it is recommended that the pavement construction operations be monitored to aid in determining whether construction is performed in conformance with project plans and specifications. HVJ routinely provides these services and would be pleased to do so for this project. Should the City add construction administration services over the period of the construction contract HVJ can provide a fee proposal for the pavement construction related work.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business.

Sincerely,

HVJ ASSOCIATES, INC.

Leo Ruiz , PE
Geotechnical Project Engineer

Linda Barlow, PE
Senior Pavement Manager

LR/LB:mm

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No.: (512) 777-4600

Date to Start Work: _____

**Geotechnical Investigation for MWM DesignGroup
Mansions at Stone Hill Park
City of Pflugerville
HVJ Proposal No. AG1517606**

Field Investigation - Drilling and Soil Sampling

	No.		Rate	Units	
Mobilization/Demobilization - Austin	1	@	\$400.00	each	\$400.00
Drilling & Sampling - Soils	35	@	\$16.00	per foot	\$560.00
Drilling & Sampling - Rock	70	@	\$22.00	per foot	\$1,540.00
Support Truck	1	@	\$100.00	per day	\$100.00
Plugging of soil borings	105	@	\$6.00	per foot	\$630.00
Field Technician	12	@	\$65.00	per hour	\$780.00
Vehicle Trips	2	@	\$50.00	each	\$100.00
Traffic Control	0	@	\$1,200.00	each	\$0.00
				Sub Total	\$4,110.00

Laboratory Testing - Standard

Natural Moisture Content (ASTM D-2216)	28	@	\$18.00	each	\$504.00
Atterberg Limits (Liquid and Plastic Limits, ASTM D-4318)	10	@	\$65.00	each	\$650.00
Unconfined Compression Tests	4	@	\$50.00	each	\$200.00
No 200 Sieve (ASTM D-1140)	10	@	\$42.00	each	\$420.00
pH Lime Series	0	@	\$250.00	each	\$0.00
Swell Test	0	@	\$150.00	each	\$0.00
pH, Sulfates and Chlorides	0	@	\$75.00	each	\$0.00
Texas Triaxial	0	@	\$1,750.00	each	\$0.00
				Sub Total	\$1,774.00

Geotechnical Engineering & Reporting

Senior Engineer, P.E.	8	@	\$150.00	hr	\$1,200.00
Project Engineer, P.E.	16	@	\$125.00	hr	\$2,000.00
Staff Engineer, EIT	24	@	\$85.00	hr	\$2,040.00
Clerical/Administrative	2	@	\$50.00	hr	\$100.00
				Sub-Total	\$5,340.00

Pavement Engineering & Reporting

Senior Engineer, P.E.	4	@	\$150.00	hr	\$600.00
Project Engineer, P.E.	9	@	\$125.00	hr	\$1,125.00
Staff Engineer, EIT	16	@	\$85.00	hr	\$1,360.00
Clerical/Administrative	2	@	\$50.00	hr	\$100.00
				Sub-Total	\$3,185.00

Total \$14,409.00



www.mwmdesigngroup.com

TBAE Firm Registration No. F-1452

TBPE Firm No. F-1416

TBPLS Firm Registration No. 10065600

Exhibit C – MEP / Structural Design Services

305 E. Huntland Drive
Suite 200
Austin, TX 78752
p: 512.453.0767
f: 512.453.1734

November 02, 2015

Mr. Owen Harrod, PhD, AIA
MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, Texas 78752

Re: Mansions at Stone Hill – Design Phase Services
City of Pflugerville
Pflugerville, Texas

Dear Mr. Harrod:

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

JIG has extensive related experience and is fully capable of meeting the requirements of this project while providing the quality and responsive engineering services that MWM DesignGroup desires.

A. Scope of Work

The Scope of Work is based upon the information contained in your request for proposal e-mail dated October 19, 2015 and is further clarified as follows:

General

1. All work will be performed in accordance with the prime agreement MWM DesignGroup and the City of Pflugerville.
2. AutoCAD backgrounds for construction drawings will be provided by MWM DesignGroup.
3. All construction drawings will be prepared using AutoCAD 2015.
4. All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
5. Engineering consultation during bidding/construction, shop drawing review and representation for up to four[4] on-site construction observation visits are included in our scope of work.

Structural

1. This proposal is based on the assumption that a complete and accurate geotechnical report will be provided to JIG for use in developing the structural design.

2. JIG will design and specify required structural foundation and framing systems for the new Restroom facility based on a block structure.
3. JIG will design and specify a structural detail for sight lighting pole foundations.
4. Structural design is limited to building structures and light pole foundations. 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.

Mechanical

1. JIG will design and specify required Ventilation systems for the new storage building.

Electrical

1. JIG will coordinate with the local electric utility provider for new and/or additional electrical service needs and will design and specify required site electrical service infrastructure.
2. JIG will design and specify required power distribution and lighting systems for the new restroom and storage buildings.
3. JIG will design and specify power requirements for Site and parking lot lighting based on a layout provided by MWM design Group.
4. Design of landscape lighting is not included, but can be provided as an additional service if required.
5. Design and specification of data/telecom and security system infrastructure, cabling, equipment, terminations and testing is not included, but can be provided as an additional service.

Plumbing

1. JIG will design and specify the required plumbing equipment, fixtures, and systems for the new restroom building, including sanitary waste and vent and domestic cold and hot water systems.

Exclusions:

1. Engineering support for programming and/or masterplanning exercises is not included in our scope of work, but can be provided as an additional service if required.
2. The development of a detailed construction cost estimate is excluded from our scope of work. JIG will prepare Engineering Opinions of Probable Construction Cost for Structural, Mechanical, Electrical and Plumbing elements when required, based upon square foot cost or other such general units of measure.

- The project will be designed with due consideration for sustainability. Performance of energy analysis/modeling and/or preparation of documentation required for LEED certification is excluded from our scope of work, but can be provided as an additional service if required.

B. Compensation

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

Basic Engineering Services:

Structural Engineering Services	\$3,800.00
Mechanical Engineering Services	\$1,400.00
Electrical Engineering Services	\$4,300.00
<u>Plumbing Engineering Services</u>	<u>\$4,100.00</u>
Total Basic Engineering Services Fee	\$13,600.00

Reimbursable expenses such as permit fees, delivery service, printing, xerox copies, etc. are not included in the above fees. When authorized in advance by your office, these expenses will be billed at cost + 10%

Additional services, if required and requested by your office in writing, will be negotiated at the time of request.

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

JIG is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our long and successful relationship with MWM DesignGroup.

If this proposal is satisfactory, please forward an AIA C401 agreement for our review and signature.

Respectfully submitted,
JOSE I. GUERRA, INC.



Shawn Allen, P.E.
Vice President

Attachment:



www.mwmdesigngroup.com

TBAE Firm Registration No. F-1452

TBPE Firm No. F-1416

TBPLS Firm Registration No. 10065600

Exhibit D – Compliance Services

305 E. Huntland Drive
Suite 200
Austin, TX 78752
p: 512.453.0767
f: 512.453.1734

October 14, 2015

David Cazares
MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, TX 78752

RE: TAS Proposal for the Mansions Park Project

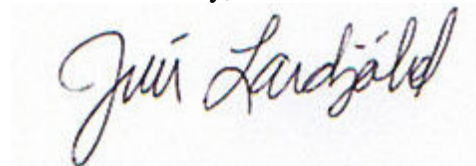
Dear Mr. Moore,

This is a proposal for the project registration, plan review, and inspection of the **Mansions Park** Project in Pflugerville, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style and is centered on the page.

Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

The project includes the site, elements, and structures within Mansions Park.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
-
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration \$175.00
- TAS Plan Review Report \$825.00
- Preliminary Site Visit #1 \$525.00
- Preliminary Site Visit #2 \$525.00
- TAS Inspection Report \$975.00
- Technical Assistance (6 hour at \$175.00/hr) \$1050.00

The total proposed consulting fee under this agreement is four thousand seventy five dollars and zero cents (\$4,075.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$1,000 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee includes travel within 90 miles of Austin, TX. Additional travel expenses may be incurred for travel outside of this area. The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one subsequent revision, one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$175.00 per hour.

Altura Solutions, L.P.

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____