

WORK AUTHORIZATION NO. 2

PROJECT: SO Training Building P323

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated January 30, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and MWM Design Group (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$45,000.00.

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on August 31, 2020. The Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by A/E that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

A/E:

MWM DesignGroup, Inc.

By: 
Signature

Julia Harrod

Printed Name

President

Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by A/E



Date: 12 August 2019
Subject: Professional Services Agreement
Project: Williamson County Sheriff's Training Center Improvements
Owner: Williamson County
Contact: Bob Lubecker, Project Manager
512-943-1625
Address: Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

Enclosures: Attachment A: Breakdown of Fees
Attachment B: Encotech Proposal
Attachment C: Jose I. Guerra Proposal

Williamson County (Owner) has requested a proposal from MWM DesignGroup (MWM) and its subconsultants for improvements to the existing Williamson County Sheriff's Office Training Center located at 8160 Chandler Road in Georgetown, Texas.

SUMMARY OF PROJECT ELEMENTS

New Vehicle Storage Building

Design of a new approximately 30'x36' vehicle storage building. This will be a fully enclosed, conditioned building containing plumbing facilities (shop sink and hose bibs). Building will utilize a pre-engineered metal building (PEMB) structural system, cladding and insulation with doors and windows furnished by (or through) the metal building manufacturer.

SUMMARY OF PROFESSIONAL SERVICES

All professional services will be provided by MWM in accordance with the General and Supplemental Terms and Conditions of the Agreement, clarified as follows.

Schematic Design Phase

Upon NTP, MWM shall work with Owner to determine preferred preliminary designs for the project elements and on the basis thereof complete Schematic Design documents, including plans and specifications, for the project. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes a cost estimate on the basis of parametric cost data. The Schematic Design submittal will not include detailed structural, mechanical, electrical, or plumbing design.

It is anticipated that SD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

Design Development

One formal submittal of documents for Owner review shall be made at the conclusion of the Design Development Phase (60% Design Phase). The submittal shall include a project manual and drawings from all disciplines, including structural, civil, mechanical, and electrical engineers.

This phase includes not more than two formal meetings with project stakeholders. This phase includes an updated cost estimate. It is anticipated that DD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

Construction Documents

Two formal submittals of documents for Owner review shall be made during the Construction Documents Phase, nominally at 90% and 100% completion of the design, for QA/QC review and coordination with the procurement documents. The submittals shall include a project manual and drawings.

This phase includes an updated cost estimate. This phase includes not more than two formal meetings with project stakeholders.

It is anticipated that CD phase will take 45 (calendar) days exclusive of the timeline for Owner reviews of the 90% and 100% submittals.

Permitting

This proposal includes preparation and submittal of applications and supporting documentation for building and site plan correction. This proposal does not include payment of permit fees nor does it include as basic services processing of waivers, variances, or requests for alternative compliance.

For this project compliance with applicable laws, rules and regulations is understood to include securing regulatory approval from Williamson County.

Permit and review fees are not included in this proposal.

Bid and Award Phase Service

This proposal assumes the project will be bid in one package. This proposal presumes not more than one project pre-bid conference meeting, in total, will be scheduled for this phase.

Construction Phase Services

MWM will perform basic construction administration services. This proposal includes not more than eight project construction meetings, site visits, site observations, and walkthroughs, in total, which will be scheduled for this phase at times and locations to be agreed upon by MWM and Owner, including meetings more specifically described elsewhere (e.g. preconstruction conference and progress meetings). MWM shall arrange the presence of other members of the design team (e.g.

civil, structural, and MEP engineers) only at those site visits relevant to their individual design responsibilities: not all members of the design team will be present at all site visits and meetings.

Site visits and site observations will be conducted in conjunction with project construction meetings, for the purposes of confirming that the contractor is proceeding in ostensible compliance with the approved Construction Documents. Periodic reports will be issued by MWM only for the sites visited, although MWM may issue at its discretion supplemental memoranda and observation reports. Site visits shall include observations of the work at project milestones to be agreed upon by Owner and MWM and identified in the project manual as required special inspections.

This proposal presumes a total construction duration of not more 4 months.

Post-Construction Phase Services

For the project, MWM will perform limited Post-Construction phase services, including provision of a warranty walk-through and deficiency report on (or about) the first anniversary of substantial completion. This proposal presumes not more than one project post-construction meetings, in total, will be scheduled for this phase or as otherwise requested by Owner.

SCHEDULE OF COMPENSATION

The project shall be invoiced on an hourly basis, in accordance with the following summary:

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	17.00	\$ 1,790.00		\$ -		\$ 1,790.00
Survey Phase Profile	15.00	\$ 2,552.00		\$ -		\$ 2,552.00
Design Development	25.50	\$ 2,782.50		\$ 3,169.00		\$ 5,951.50
Construction Documents	42.00	\$ 4,860.00		\$ 14,569.50		\$ 19,429.50
Bid-Award-Execution	4.50	\$ 697.50		\$ 1,085.00		\$ 1,782.50
Construction Phase	26.50	\$ 3,627.50		\$ 5,650.00		\$ 9,277.50
Post-Construction Phase	2.50	\$ 387.50		\$ -		\$ 387.50
TOTALS	133.00	\$ 16,697.00		\$ 24,473.50		\$ 41,170.50
Reimbursible Expenses (Allowance)		\$ 3,000.00		\$ -		\$ 3,000.00

Invoices will be issued monthly (or as project conditions dictate) in accordance with ARTICLE 5 of the prime agreement.

Reimbursable Allowance is designated in accordance with EXHIBIT E of the prime agreement. The Reimbursable Allowance shall specifically apply to the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

GEOTECHNICAL ENGINEERING

At the request of Client, project elements will be designed on the basis of the geotechnical reports prepared for the existing Sheriff's Office Training Center.



TDLR

The project is required to be reviewed and inspected by a State Licensed Registered Accessibility Specialist (RAS). MWM will retain the services of a RAS, with fees projected between \$1,200 and \$2,500 to be paid by MWM as reimbursable expenses.

ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties and will be billed at the hourly rates cited in the A/E Professional Services Agreement.

ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Project is located in an unincorporated area of Williamson County.
2. Design documents will be prepared as a single coordinated set of construction documents for issuance as a single construction project.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: hazardous building material assessments; hazardous building material abatement plans; professional services pertaining to LEED registration; processing of waivers and/or variances; construction material testing; obtaining title commitments, title and easement report(s) or abstracts of title; detailed topographic survey (other than establishment of ground profile for screen wall installation; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and professional services other than as are specifically enumerated under SUMMARY OF PROFESSIONAL SERVICES 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 Client 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. Concealed existing conditions 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, governmental or departmental jurisdiction, prior permits, 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 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.

LAND SURVEYING

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

Approved:

A handwritten signature in blue ink, appearing to read "W.O. Wainwright", written over a horizontal line.

MWM DesignGroup, Inc.

12 August 2019

Date

MWM DesignGroup Fee Calculation

Page Attachment A: Page 1 of 9
Date 8/12/2019
Subprojec 8160 Chandler Road

MWM DesignGroup Billable Rates

Labor Categories					
PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN
\$290.00	\$210.00	\$155.00	\$125.00	\$90.00	\$75.00

Professional Fees per Phase (see attached Backup)

MWM DesignGroup		Subconsultants		Subtotal by Phase	
Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	17.00 \$ 1,790.00		\$ -		\$ 1,790.00
Survey Phase Profile	15.00 \$ 2,552.00		\$ -		\$ 2,552.00
Design Development	25.50 \$ 2,782.50		\$ 3,169.00		\$ 5,951.50
Construction Documents	42.00 \$ 4,860.00		\$ 14,569.50		\$ 19,429.50
Bid-Award-Execution	4.50 \$ 697.50		\$ 1,085.00		\$ 1,782.50
Construction Phase	26.50 \$ 3,627.50		\$ 5,650.00		\$ 9,277.50
Post-Construction Phase	2.50 \$ 387.50		\$ -		\$ 387.50
TOTALS	133.00 \$ 16,697.00		\$ 24,473.50		\$ 41,170.50
Reimbursible Expenses (Allowance)	\$ 3,000.00		\$ -		\$ 3,000.00

Primary Subconsultant Fees per Phase (see attached Backup)

Jose Guerra		Encotech		Subtotal by Phase	
Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	\$ -		\$ -		\$ -
Design Development	\$ 3,169.00		\$ -		\$ 3,169.00
Construction Documents	\$ 1,869.50		\$ 12,700.00		\$ 14,569.50
Bid-Award-Execution	\$ 185.00		\$ 900.00		\$ 1,085.00
Construction Phase	\$ 1,850.00		\$ 3,800.00		\$ 5,650.00
Post-Construction Phase	\$ -		\$ -		\$ -
TOTALS	- \$ 7,073.50	-	\$ 17,400.00		\$ 24,473.50
Reimbursible Expenses (Allowance)	\$ -		\$ -		\$ -

MWM DesignGroup Fee Calculation

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Date 8/12/2019

Subproject: 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Schematic Design								
	Completion and documentation of internal QA/QC review and response	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Prepare, for approval by the OWNER, Schematic Design Documents	0.00	0.00	2.00	0.00	12.00	0.00	14.00
	Prepare preliminary specifications for the OWNER's review	0.00	0.00	1.00	0.00	1.00	0.00	2.00
Hours Subtotal		0.00	0.00	4.00	0.00	13.00	0.00	17.00
Subtotal (hours * rate)		\$ -	\$ -	\$ 620.00	\$ -	\$ 1,170.00	\$ -	\$ 1,790.00

MWM DesignGroup Fee Calculation

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Date 8/12/2019

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Design Development								
	Prepare for OWNER's approval, Design Development Documents	0.00	0.00	6.00	0.00	16.00	0.00	22.00
	Prepare detailed specifications and to the OWNER for review	0.00	0.00	0.50	0.00	2.00	0.00	2.50
	Prepare Class B Opinion of Probable Construction Cost	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Hours Subtotal		0.00	0.00	7.50	0.00	18.00	0.00	25.50
Subtotal (hours * rate)		\$ -	\$ -	\$ 1,162.50	\$ -	\$ 1,620.00	\$ -	\$ 2,782.50

MWM DesignGroup Fee Calculation

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Date 8/12/2019

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Construction Documents								
	prepare Construction Documents in compliance with the OWNER's requirements	0.00	0.00	4.00	0.00	16.00	0.00	20.00
	Prepare Class A Opinion of Probable Construction Cost	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Make final modifications and corrections to Construction Documents	0.00	0.00	0.00	0.00	2.00	0.00	2.00
	Building/Site Permit processing	0.00	0.00	12.00	0.00	0.00	6.00	18.00
	Furnish Bid Documents to OWNER at least 14 days prior to advertisement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hours Subtotal		0.00	0.00	18.00	0.00	18.00	6.00	42.00
Subtotal (hours * rate)		\$ -	\$ -	\$ 2,790.00	\$ -	\$ 1,620.00	\$ 450.00	\$ 4,860.00

MWM DesignGroup Fee Calculation

Page Attachment A: Page 7 of 9

Date 8/12/2019

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Bid-Award-Execution Phase Services								
	Participate in or conduct a pre-bid conference	0.00	0.00	1.50	0.00	0.00	0.00	1.50
	Prepare addenda	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Attend bid opening	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Hours Subtotal		0.00	0.00	4.50	0.00	0.00	0.00	4.50
Subtotal (hours * rate)		\$ -	\$ -	\$ 697.50	\$ -	\$ -	\$ -	\$ 697.50

MWM DesignGroup Fee Calculation

Page Attachment A: Page 8 of 9

Date 8/12/2019

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Construction Phase Services								
	Attend and draft complete minutes of each project construction meeting	0.00	0.00	8.00	0.00	0.00	4.00	12.00
	Review and evaluate the Contractor's Applications for Payment	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Respond within 7 days to all equests for information, claims, disputes...	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Review, approve, or take other appropriate action upon Contractor submittals	0.00	0.00	4.00	0.00	0.00	2.00	6.00
	Within twenty-four (24) hours of the OWNER's inspection, provide punchlist	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Prepare and issue a certificate of Substantial Completion within 3 days	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Make an on-site review within 7 days of notice of final completion	0.00	0.00	1.50	0.00	0.00	0.00	1.50
Hours Subtotal		0.00	0.00	20.50	0.00	0.00	6.00	26.50
Subtotal (hours * rate)		\$ -	\$ -	\$ 3,177.50	\$ -	\$ -	\$ 450.00	\$ 3,627.50

MWM DesignGroup Fee Calculation

Page Attachment A: Page 9 of 9

Date 8/12/2019

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Post-Construction Phase Services								
	Assist and represent the OWNER with malfunctions or deficiencies of the Work	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Perform an on-site review of the Work at one year anniversary of completion	0.00	0.00	1.50	0.00	0.00	0.00	1.50
Hours Subtotal		0.00	0.00	2.50	0.00	0.00	0.00	2.50
Subtotal (hours * rate)		\$ -	\$ -	\$ 387.50	\$ -		\$ -	\$ 387.50

August 13, 2019

Owen Harrod
Senior Project Architect, MWM Design Group
305 East Huntland Drive
Austin, TX 78752

P: (512) 453-0767
E: owenh@mwmdesigngroup.com

Re: Williamson County Sherriff's Facility —Hutto, TX
Mechanical & Electrical Engineering and Design Services
Vehicle Building

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

Williamson County Sherriff's Facility , the "Project," consists of a new vehicle storage building located on Chandler Road in Hutto, TX.

The scope of work for the new single story two bay vehicle storage building will be mechanical, electrical and plumbing as described below.

The estimated project schedule includes three (3) months for design and four (4) months for construction.

BASIC SERVICES

Basic Services include engineering and design services to prepare design 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. Attend periodic design coordination meetings not to exceed one (1).
5. Mechanical Design for the vehicle storage building shall include the following:
 - a. Sizing and scheduling of single-zone HVAC equipment, including one (1) air-cooled split system, one (1) exhaust fan and gravity condensate drainage.
 - b. Design of ductwork.
 - c. Design and location of air registers, grills and temperature sensors.
 - d. HVAC details as necessary.
6. Electrical Design for the vehicle storage building shall include the following:
 - a. Lighting and power outlet layout and circuiting.
 - b. Load analysis, service riser, panelboards, and wire sizing.
 - c. Coordination with local utility company for electrical service to the site.
 - d. Electrical details as necessary.
7. Plumbing Design for the vehicle storage building shall include the following:
 - a. Domestic water and wastewater load analysis for one (1) shop sink only; provide sizing, layout and riser diagrams.
 - b. Plumbing details.
8. Make plan revisions via one (1) comprehensive set of comments as required by Owner.
9. Make plan revisions via one (1) comprehensive set of comments as required by the local jurisdiction during the City of Hutto, TX building plan review.
10. Provide the following deliverables:

- a. Drawings in PDF format for the phases described below.
- b. Specifications as notes on drawings.

PHASE	DRAWINGS	PERMITTED USE
Construction Drawings and Specifications	Permit	Permit
	100%	Bidding & Construction
Bidding and Negotiations	Addenda	Bidding & Construction

LIMITED CONSTRUCTION PHASE SERVICES

1. Review of those submittals identified in the Engineer's specifications.
2. Respond to Request for Information (RFI) documents.
3. Review shop drawings and submittals as requested by the Client.
4. Perform periodic site observation visits not to exceed two (2) MEP site observation visits. Provide written reports to the Client.
 - a. Reports shall list items observed which are not in compliance with the Contract Documents.
 - b. All reports shall be directed to the Client for Contract Administration.
 - c. Site visits will not be continuous nor exhaustive.
 - d. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews. The Engineer is not responsible for the Contractor's performance of the work. The Contractor is responsible for any deviation from the Contract Documents.
 - e. The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
 - f. The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

ASSUMPTIONS AND CONDITIONS

The scope of work services presented herein and associated fee amounts are based upon the Engineer's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required 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. Scope described herein is based on email with scope description and link to downloadable files from MWM Design Group ("MWM") dated March 13, 2019, as well as phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
2. Compensation shall be adjusted upwards if the building floor area increases.
3. Where required, the Client shall select lighting fixtures and submit the cut sheets to the Engineer.
4. The Client shall provide reflected ceiling plan layout and work with the Engineer on RCP revisions, electrical outlet locations and all plumbing and lighting fixtures.
5. All coordination with end user shall be performed by Client, and Encotech shall coordinate directly with Client.
6. Project will be designed concurrently with all areas of work indicated on a single package of drawings, and project is understood to be built as a single construction project (not phased).
7. MEP drawings will be prepared in AutoCAD.

COMPENSATION

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

PHASE DESCRIPTION	MEP
95% Construction Drawings & Specifications for Permit	\$8,100.00
100% Construction Drawings & Specifications for Bid/Construction	\$4,600.00
Bidding and Negotiations	\$900.00
Construction Administration	\$3,800.00
TOTAL	\$17,400.00

REIMBURSABLE

Reimbursable expenses shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents
2. Expedited shipping, mailing, courier expenses
3. Mileage outside the Austin area
4. Travel expenses such as vehicle rental, airfare, meals and lodging

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. All Additional Services shall be conducted on an hourly rate basis as per the rates table in the Williamson County 2019 Rotation List.

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 after the issuance of Construction Drawings and Specifications.
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 the preparation of documents.
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. Building Commissioning.
10. Energy Modeling.

EXCLUSIONS

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

1. Means and Methods of Construction.
2. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
3. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
4. Civil Engineer shall design all site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. Design of Security, Telephone and CCTV Systems, Fiber Optics, Computer Network Systems and any other special systems are not in our scope of work. The Engineer will coordinate power to such systems if load information is provided in advance by the Owner/Client.
6. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. For the Vehicle Storage Building, the Engineer will indicate the location of the Fire Riser in the fire sprinkler room. The Engineer will coordinate power to such systems if load information is provided in advance by Owner/Client. The Engineer will provide unsealed performance specifications for Fire Protection and Fire Alarm; these specifications will be included in the engineering bid package for the purposes of distribution to a licensed Contractor who will in turn provide a bid for such services. The awarded Contractor shall ultimately be responsible for the detailed design of such systems, including device quantities, device layout in conjunction with the Architectural plans and intended usage for each room, pipe sizing, pipe routing, , field coordination with all trades, etc.
7. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to such systems if load information is provided in advance by Client.
8. Underbuilding drainage design shall be by the Civil Engineer.
9. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
10. Emergency power services (generator, UPS, etc).

11. MEP work associated with the new wall described in email from MWM Design Group ("MWM") dated March 13, 2019 shall not be required per phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
12. This project shall not be a LEED project.
13. Structural design shall be by Others and is not included.
14. Designs for Storm and Gas piping are not anticipated.

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 also to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings if available.
3. Electronic backgrounds 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, wall sections, and awning/overhead structure details if applicable.
4. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, BTUs, heat generation, etc.) prior to commencing design.
5. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
6. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.

RESPONSIBILITY OF OTHERS

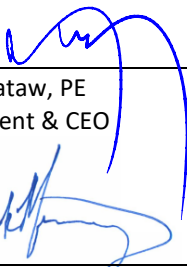
In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described 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, PE
President & CEO



Patrick Morrissey, PE, LEED AP
Associate Principal

Legal Entity Name

Signature

Print Name

Title

Date

TERMS & CONDITIONS

The Engineer shall perform the services outlined in the proposal / agreement for the stated fee arrangement. The terms and conditions shall be as follows:

Dispute Resolution

Any claims or disputes made during design, construction, or post-construction between the Client and the Engineer shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, sub-contractors, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services, or on a monthly basis. Invoices are due upon receipt. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services. Payment to the Engineer shall be made within two weeks after receiving payment from the Owner.

At the time of submission of sealed drawings for permit (by the Architect/Interior Designer), the Engineer should receive payment for 90% of the contracted fee for design phase services. The remaining 10% of contract fee shall be due within seven (7) days of the issue date of permit(s).

Late Payments

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected to existing conditions of the project or with the performance by any of the parties named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees, and Warranties

The Engineer shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses immediately arising out of this agreement from any cause or causes, shall not exceed the amount of our design fees. Such Causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Betterment

If, due to the Engineer's negligence, a required item or component of the Project is omitted from the Engineer's construction document, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Termination of Services

This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations there under. In the event of termination, the Client shall pay the Engineer for all the services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

April 3, 2019

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

Re: Williamson County Sheriff's Office Training Center
Williamson County Small Project Architectural Services
Hutto, 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.

Sheriff's Office Training Center Facilities – Structural

The Scope of Work is based upon the information e-mailed to our office on March 13, 2019. The new facilities include:

1. Foundations and slab for a 30ft x 36ft (approx.) prefabricated, enclosed vehicle storage building;
2. Foundations and slab for a 20ft x 30ft (approx.) prefabricated ammunition storage building;
3. Foundations for the prefabricated screen walls. Note the screen walls will be provided by a screen wall vendor.

A. Scope of Work

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.
- Construction drawings will be prepared using AutoCad 2019.
- Note as-built drawings of the existing structures on site, if any, are required.
- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
- One (1) site visit to verify existing conditions.

- One (1) Design/Review Meeting with MWM DesignGroup and/or Williamson County staff is included in our scope of work.
- Preparation and submission of three (3) deliverable packages is included in our scope of work..
- Engineering consultation during bidding/construction, shop drawing review and engineering representation for up to four (4) on-site construction observation visit is included in our scope of work.
- One (1) warranty phase site walk-through.
- This proposal is based on the assumption that a complete and accurate geotechnical report intended for this project will be provided to Guerra for use in developing the foundation design.

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.

Compensation

The Scope of Work defined above will be performed on an hourly, not-to-exceed basis as detailed in the attached Fee Estimate Worksheet, and as summarized below:

Design Phase Services	\$ 15,347.00
Bidding Phase Services	\$ 740.00
<u>Construction and Post-Construction Phase Services</u>	<u>\$ 6,060.00</u>
Total Fee	\$ 22,147.00

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 Williamson County.

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. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,
JOSE I. GUERRA, INC.



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

Attachments:

Accepted by: _____ Date: _____

ATTACHMENT A

Hourly Rate Schedule Williamson County January 1, 2019

Principal	\$225.00
Senior Project Manager	\$185.00
Senior Project Engineer	\$185.00
Project Manager	\$158.00
Project Engineer	\$158.00
Senior Design Engineer	\$145.00
Senior Designer	\$120.00
Design Engineer	\$110.00
Designer	\$100.00
CAD/BIM Manager	\$ 95.50
Senior CAD/BIM Technician	\$ 85.00
CAD/BIM Technician	\$ 80.00
Administrative Assistant	\$ 74.00
Expert Witness Testimony	\$290.00

SUB CONSULTANT - FEE ESTIMATE WORKSHEET	
HOURLY BY TASK LABOR BREAKDOWN	
Williamson County Small Project Architectural Services	
Sheriff's Office Training Center Facility, Design/Bid/CA	
Date 4/3/2019	
Sub Consultant Name: Jose I. Guerra, Inc.	
Discipline Services Provided: Structural Engineering	
MBE/WBE Certification/Gender Ethnicity: MDB / MH	

	Personnel Title	Principal	Senior Project Manager	Senior Project Engineer	Senior Design Engineer	Design Engineer	CAD/BIM Manager	Senior CAD/BIM Technician	CADD/BIM Technician	Administrative Assistant	TOTAL	
	Williamson County Approved Rates/Hr	\$225.00	\$185.00	\$185.00	\$145.00	\$110.00	\$95.50	\$85.00	\$80.00	\$74.00		
TASK	TASK NAME	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	TOTAL \$
1	Design Development											
1.1	Design/Review Meetings (1)		\$0.00	3	\$555.00		\$0.00		\$0.00		\$0.00	\$555.00
1.2	Site visit to verify existing conditions (1)		\$0.00	3	\$555.00		\$0.00		\$0.00		\$0.00	\$555.00
1.3	Submittal (1) and address review comments		\$0.00	10	\$1,850.00		\$0.00		\$0.00		\$0.00	\$5,740.00
2	Construction Documents											
2.1	Submittal (2) and address review comments	1	\$225.00	14	\$2,590.00		\$0.00	26	\$2,860.00	28	\$2,674.00	\$8,497.00
	Sub Total	1	\$225.00	30	\$5,550.00	0	\$0.00	44	\$4,840.00	48	\$4,584.00	\$15,347.00
3	Bidding Phase		\$0.00	4	\$740.00		\$0.00		\$0.00	0	\$0.00	\$740.00
	Sub Total	0	\$0.00	4	\$740.00	0	\$0.00	0	\$0.00	0	\$0.00	\$740.00
4	Construction Administration Phase											
4.1	Submittal review and RFI		\$0.00	8	\$1,480.00		\$0.00	8	\$880.00		\$0.00	\$2,360.00
4.2	Construction Phase Site Visit and report (4)		\$0.00	16	\$2,960.00		\$0.00		\$0.00		\$0.00	\$2,960.00
5	Post-construction Phase site walk-through (1)		\$0.00	4	\$740.00		\$0.00		\$0.00		\$0.00	\$740.00
	Sub Total	0	\$0.00	28	\$5,180.00	0	\$0.00	8	\$880.00	0	\$0.00	\$6,060.00

REIMBURSABLE EXPENSES											
TOTAL LABOR and EXPENSES											
											\$22,147.00

Attachment C - Work Schedule

A work schedule will be determined in the course of the project when sufficient information is available.

Attachment D - Fee Schedule

Exhibit D
RATE SCHEDULE

MWM DesignGroup, Inc.

Civil Engineering Principal	\$ 290.00
Surveying Principal	\$ 274.00
Licensed Professional IV / Sr Project Manager	\$ 210.00
Licensed Professional III / Sr Project Manager	\$ 190.00
Licensed Professional II / Project Manager	\$ 155.00
Licensed Professional I / Project Manager	\$ 141.00
Engineering/Arch Support Staff II	\$ 125.00
Engineering/Arch Support Staff I	\$ 90.00
CAD Manager	\$ 122.00
Sr Technician III	\$ 103.00
Technician II	\$ 90.00
Technician I	\$ 75.00
3 Person Field Crew	\$ 210.00
2 Person Field Crew	\$ 160.00

Jose I. Guerra, Inc.

Principal	\$225.00
Senior Project Manager	\$185.00
Senior Project Engineer	\$185.00
Project Manager	\$158.00
Project Engineer	\$158.00
Senior Design Engineer	\$145.00
Senior Designer	\$120.00
Design Engineer	\$110.00
Designer	\$100.00
CAD/BIM Manager	\$ 95.50
Senior CAD/BIM Technician	\$ 85.00
CAD/BIM Technician	\$ 80.00
Administrative Assistant	\$ 74.00
Expert Witness Testimony	\$290.00

Exhibit D
RATE SCHEDULE

ENCOTECH ENGINEERING CONSULTANTS	HOURLY RATE	TX REGISTRATION NO. F-1141
PRINCIPAL:	\$ 300.00	
PROJECT ENGINEER VI:	\$ 265.00	
PROJECT ENGINEER V:	\$ 230.00	
PROJECT ENGINEER IV:	\$ 210.00	
PROJECT ENGINEER III:	\$ 185.00	
PROJECT ENGINEER II:	\$ 155.00	
PROJECT MANAGER II:	\$ 155.00	
PROJECT MANAGER I:	\$ 135.00	
GRADUATE ENGINEER V:	\$ 125.00	
GRADUATE ENGINEER IV:	\$ 115.00	
GRADUATE ENGINEER III:	\$ 110.00	
GRADUATE ENGINEER II:	\$ 105.00	
GRADUATE ENGINEER I:	\$ 100.00	
CAD / DESIGNER III:	\$ 116.10	
ADMINISTRATIVE I:	\$ 70.00	