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Informed Consent and Agreement
To Use Electronic Contract Documents and Signatures
("Consent and Agreement")
For Purposes of Signing a Contract with the City of Austin

Please carefully review this Informed Consent and Agreement to Use Electronic Contract Documents and Signatures for purposes of signing a contract with the City of Austin.

If you consent and agree to electronically receive, review and sign the contract documents in the envelope subject to the terms below, check the "I consent to use Electronic Contract Documents and Signatures" box and then click the "Review Document" button below.

Why We Are Asking for Your Consent

The City of Austin ("City of Austin," "City," "we," "us," 'our") must ask for and obtain your consent and agreement, on behalf of the professional engineering services, professional architectural services, construction services, or other firm or entity you represent ("Consultant," "Contractor," "you," "your") before using electronic contract documents and signatures in its relationship with you in order to create and execute, using electronic signature, the electronic contract documents that make up your contract with the City of Austin. In order to for us to send you electronic contract documents and have you electronically sign the contract, rather than signing a paper contract by hand, we need your consent.

Your Consent and Agreement and What it Means

Your consent is optional. It is solely up to you whether or not to do so. If you want to use electronic contract documents and electronic signatures to sign contracts, then you must consent and agree to the terms and conditions relating to the system and process that we will use, as set forth below. We will ask for your consent each time we send you an envelope of electronic contract documents to sign.

By checking the "I consent to use Electronic Contract Documents and Signatures" box and then clicking the "Review Documents" button below, you will be giving us your informed consent and agreement to use the electronic contract documents and electronic contract signature system and process described below to electronically receive and review and electronically sign paperless contracts and related contract documents. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen. If you do not agree to the terms of this Consent and Agreement, do not check the "I, agree..." box. Note that even if you agree now, in the future after receiving an electronic document, you will be able to choose whether or not to electronically sign that

document or ask for a paper version to sign. You may also withdraw your consent as described below.

What Documents You will Receive Electronically to Sign

By agreeing to this Consent and Agreement you will receive, review and sign electronically the agreement or contract and any related contract documents presented for execution of the contract when you click the "Review Document" button below. These electronic contract documents may include, but are not limited to the contract or agreement between you or your corporation or firm and the City of Austin. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery.

Written Notice May NOT be Delivered Electronically

Sometimes the law, and our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically. You may not send correspondence or other communications through the DocuSign system. Only contracts with the City of Austin will be executed using DocuSign.

How you will Receive Electronic Contract Documents

We will place one or more electronic contract documents that make up the agreement or contract with the City of Austin, and which will require your signature, in an electronic envelope on the DocuSign system (as described below), and a link to the envelope will be emailed to you. You will access the envelope and electronic contract documents by clicking the link in the email, reviewing the documents, and, if you choose, electronically signing the contract using the DocuSign system. You are in control of whether to sign or not sign the document. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

Withdrawing Your Consent

We will ask you for this Consent and Agreement each time we present an envelope of one or more electronic contract documents for you to sign. Once you give your Consent and Agreement for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically and you may be required to use paper contract documents and signatures. If you give your Consent and Agreement for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic contract documents in that envelope. Once you electronically sign a particular contract document, you cannot withdraw the Consent and Agreement for that document, but you can choose to not electronically sign any other documents included in the same envelope. In addition, before you complete an electronic signature of a document, you may cancel and exit the electronic signing

process before clicking the “Confirm Signing” (or other similarly titled button) and closing your browser.

Getting Paper Documents
If instead of receiving and signing electronic contract documents, you would rather use paper contract documents, you should contact us at:

Capital Contracting Office
P.O. Box 1088
Austin, TX 78767
512-974-7181

or in person:

Capital Contracting Office
505 Barton Springs Rd., Ste. 1045A
Austin, TX 78704
512-974-7181

DocuSign System
We have entered into an agreement with DocuSign, Inc. (“DocuSign”) to make the DocuSign electronic signing system available to facilitate your receipt, review and electronic signature of the contract with the City of Austin. Your use of the DocuSign system may also be subject to DocuSign’s Terms of Use available at the DocuSign website at www.docusign.com. The City of Austin and DocuSign are not affiliated with each other. We are not responsible for the DocuSign system, and we disclaim any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

Hardware and Software Requirements
In order to receive electronic contract documents and electronically sign them, you will need access to a computer or mobile device with internet service and access to an email account.

Updating Your Email Address and Other Contact information
It is your responsibility to provide us with accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. In addition, we may periodically ask you to confirm or update your email and any other information needed to contact you electronically. You may update your email address by contacting us at:

Capital Contracting Office
P.O. Box 1088
Austin, TX 78767
512-974-7181

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As a local governmental entity, the City of Austin is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. The Texas Public Information Act applies to information we receive from you as part of the electronic signature process.

The Effect of Your Consent and Agreement
By checking the "I consent to use Electronic Contract Document and Signatures" box and then clicking the "Review Documents" button below you are providing your electronic signature on this Agreement and indicating that you acknowledge, agree and demonstrate that:

- ***You have read this Consent and Agreement and understand it.***
- ***You consent to electronically receive and review, the electronic contract documents included in the electronic envelopes sent to you.***
- ***You consent to conducting business electronically for the purpose of executing the contract with the City of Austin.***
- ***Your electronic signature on any of the electronic contract documents, including this Consent and Agreement, will bind you and your firm to the contract the same as if you had signed a paper copy of the contract with an ink pen.***
- ***You represent that you are the person to which this email identity or profile is assigned.***
- ***You represent that you are the person duly authorized to sign and legally bind your company or firm to the contract with the City of Austin.***
- ***You agree that you will not allow any other person to use your email to electronically sign a contract with the City of Austin.***
- ***You understand that your e-signature is linked to a document and will become invalid if that document is changed or altered in any way.***
- ***You will not contest the validity or enforceability of any electronically signed contract because the document and your signature are in electronic form.***
- ***You understand that you should contact us to report any problem with your signing a contract or contract document.***

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PROFESSIONAL SERVICES AGREEMENT BETWEEN
AUSTIN, TEXAS
AND
MWM DESIGNGROUP, INC.
For
BRANCH LIBRARY INTERIOR RENOVATIONS

This Agreement is made by and between Austin, Texas (Owner) and MWM DesignGroup, Inc. (Consultant) with its principal place of business at 305 East Huntland Drive, Suite 200, Austin, Texas 78752.

The Owner is represented herein for all purposes of this Agreement by the Capital Contracting Officer, or such other representative as may be authorized by the City Manager of the City of Austin.

The Agreement includes, without limitation, (1) General Terms and Conditions of the Agreement, (2) Supplemental Terms and Conditions of the Agreement, (3) the Consultant's proposal(s), and (4) any amendment thereto.

The Owner and the Consultant agree to the terms and conditions of the Agreement specified in the General Terms and Conditions of the Agreement and the Supplemental Terms and Conditions of the Agreement, attached hereto.

The undersigned, by their signature, certifies that they are authorized to bind the Consultant and to fully comply with the contract. The Consultant, by signing below, acknowledges that they have read the entire contract and agree to be bound by the terms contained herein.

This Agreement is executed to be effective upon the date of the last party to sign.

City of Austin, Owner

By: DocuSigned by: Kitty Tunnell 080A29CF49454C8...

Printed Name: Kitty Tunnell

Title: Procurement Specialist IV

Date: 11/16/2020

MWM DesignGroup, Inc., Consultant

By: DocuSigned by: 867495088021407...

Printed Name: Julia Harrod

Title: President

Date: 11/16/2020

Attest:

By: DocuSigned by: Eduardo O. Mendez A20C68908EA04CA...
Secretary, if a Corporation

Exhibits and Attachments
General Terms and Conditions of the Agreement
Supplemental Terms and Conditions of the Agreement

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Exhibit A - Description of Project
Exhibit B - Non-Discrimination and Non-Retaliation Certification; Appendix A and Appendix E – Title VI Assurances
Exhibit C - MBE/WBE Compliance Plan (Approved)
Attachment 1 – Key Personnel
Attachment 2 – Request for Changes of Key Personnel
Attachment 3 – Fee Proposal
Attachment 4 – Quality Control Plan (QCP)
Attachment 5 – Resource Allocation Plan (RAP)
Attachment 6 – Maximum Not to Exceed Contract Amounts by Phase
Attachment 7 – Design Package Completeness Checklist

END

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I. CONSULTANT'S RESPONSIBILITIES

A. General

The Consultant will perform the basic services in relation to the design of the project described in Exhibit A, Description of Project**.** The Consultant will serve as the Owner's professional consultant in those phases of the Project as stated in the Supplemental Terms and Conditions of this Agreement, and will consult and advise the Owner during the performance of the Consultant's services. The Owner agrees to compensate the Consultant for those services in accordance with Section V. Consultant shall report to Owner's designated Project Manager.

B. Performance of Services

The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and its' designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

1. The Consultant's Key Personnel, including its Project Manager, and the Consultant's associated Subconsultants to be employed in the performance of the Project professional services shall not be changed except with the Owner's prior written approval, which will not be unreasonably withheld.

2. The Consultant's and Subconsultant's Key Personnel are identified in Attachment 1, which may be subsequently modified in an approved Request for Changes in Key Personnel. Changes to Key Personnel require that the individual being added must be comparably as qualified as the individual being replaced. Request for Changes to Key Personnel must be in writing using Attachment 2, Request for Changes in Key Personnel. Approved Requests for Changes to Key Personnel are made a part of this Agreement by reference**.**

3. The Consultant's Subconsultant(s) are listed in the Minority-Owned Business Enterprise (MBE)/Woman-Owned Business Enterprise (WBE) Compliance Plan, which Consultant submitted with its Statement of Qualifications and was approved by the Owner and is attached as Exhibit C to this Agreement. The Compliance Plan may be subsequently modified in approved Request for Changes, in accordance with Subsection I.B.8, and are made a part of this Agreement by reference.

4. The Consultant must disclose any potential conflict of interest relating to the Consultant, the Consultant's employees, a Subconsultant or supplier. Failure to disclose any such conflicts may be grounds for termination under Subsection VII.E of this Agreement.

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5. The Key Personnel identified in Attachment 1 must be employed by the Consultant or respective Subconsultant.

6. The Consultant is registered to do business with the Owner and is responsible for ensuring that all Subconsultants are registered as vendors with the Owner. All Subconsultants have been registered with the Owner prior to execution of this Agreement.

7. The Consultant agrees not to modify any Subconsultant's design after Subconsultant's seal has been affixed, except with the written consent of the Subconsultant. The Consultant is fully responsible for the Subconsultants' performance and obligations under this Agreement.

8. The Consultant shall obtain Owner's written approval prior to terminating, adding or substituting Subconsultants. In the event that the Consultant proposes to add, substitute, or terminate an identified "Minority-Owned Business Enterprise" (MBE) or a "Women-Owned Business Enterprise" (WBE) certified Subconsultant firm from its employ on this Project, the Consultant shall comply with the City of Austin MBE/WBE Procurement Program: Professional Services, Chapter 2-9B, Austin City Code and the goals established in the Project solicitation. If the Consultant is unable to substitute a Subconsultant firm in compliance with the Austin City Code, the Consultant shall provide Owner with written documentation of their good faith efforts to acquire the services of a MBE/WBE replacement firm. All requests to change the Consultant's MBE/WBE Compliance Plan must include documentation to support the request.

9. If the Owner notifies the Consultant that a member of the Consultant's team, including Subconsultants, is incompetent, disorderly, abusive, or disobedient, or has knowingly or repeatedly violated any federal, state, or local law, the Consultant shall immediately remove any such person from performing work on the Project. The Owner's prior written consent must be obtained before any such person may be reinstated. Replacement of any Subconsultant removed from the Project must be in accordance with Subsection I.B.8. The Owner may report any breaches of professional codes of ethics to the appropriate licensing board.

10. The Consultant will attend and draft complete minutes of each Project design and construction meeting between Consultant, Owner and Construction Contractor and/or Consultant and other agencies, and submit them to Owner for approval within seven (7) calendar days after each Project conference.

11. The Consultant shall prepare and submit all appropriate permit applications and supporting drawings, specifications and other documents in the name of the City of Austin to utility companies and providers and governmental authorities having jurisdiction over the Project and shall obtain all approvals and all development and building permits necessary to complete the Project in accordance with the Project Resource Allocation Plan (RAP) described in Subsection IV.B, or as otherwise specified by Owner. Development and permitting fees may be paid for in one of the following methods as mutually agreed:

a. Paid by Consultant and billed to Owner as a reimbursable, or

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b. Payment coordinated through the Owner using an internal payment transfer document.

12. The Consultant agrees to attend and make presentations, as specified in Attachment 3 - Scope of Services**,** as Basic Services, including (i) Board and Commission meetings, (ii) public meetings, and (iii) internal City of Austin meetings. Any other presentations required by Owner will be considered Additional Services in accordance with Subsection I.F and paid for in accordance with Subsection V.A.3.

13. The Scope of Services generally consists of all elements of work, material and equipment required for the professional development of the Project satisfactory to the Owner and in compliance with all applicable laws, rules, regulations, and ordinances and in accordance with the requirements, policies, and general practices of the Owner.

14. The Consultant shall not knowingly specify, request or approve for use any asbestos containing materials or lead-based paint without the Owner's prior written approval. For materials specified on the basis of performance criteria, the Consultant shall include a requirement in the specifications effectively stating that "Asbestos containing materials or lead-based paint are prohibited from being used in the Project." When a specific product is specified, the Consultant shall make best efforts to verify that the product does not include asbestos containing material. The Consultant agrees to execute a Statement of Non-Inclusion of Asbestos Containing Material, on a form provided by Owner, both prior to design and upon completion of the Construction Documents Phase.

15. If directed by Owner, Consultant shall update Owner provided record documents. If the Owner provided record documents to be updated have been sealed by another Engineer, the Consultant shall notify the Engineer of record of the agreement to update said documents. All updates and revisions to existing sealed documents shall be made as directed by Owner and in accordance with the Texas Board of Professional Engineers rules.

16. The Consultant agrees that record documents provided by the Owner are to be used only for the intended purpose and to meet this contract's obligations. Use of these record documents for any other purpose not explicitly authorized by the Owner is strictly prohibited.

17. The Consultant shall prohibit discrimination in employment based upon race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age, in compliance with Chapter 5-4-2, Austin City Code. The Consultant has executed the Non-Discrimination and Non-Retaliation Certification and the Appendix A - Title VI Assurances, which are attached hereto as Exhibit B**.**

18. Confidentiality: In order to provide the Deliverables to the Owner, Consultant may require access to certain of the Owner's and/or it licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Owner or its licensors consider confidential) (collectively, "Confidential Information"). Consultant acknowledges and agrees that the Confidential Information is the valuable property of the Owner and/or its licensor's and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the Owner and/or its licensors. The Consultant (including its employees, subcontractors, agents, or representatives) agrees that it will maintain

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the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the Owner or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Consultant promptly notifies the Owner before disclosing such information so as to permit the Owner reasonable time to seek an appropriate protective order. The Consultant agrees to use protective measures no less stringent than the Consultant uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

19. The City is prohibited from contracting with any "company", for goods and services unless the following verification is included in this contract. If Consultant qualifies as a "company", then by signing this contract, Consultant verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. Consultant's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.

20. The Consultant shall use an integrated design approach, where the evaluation of any Project element, material or system is not viewed solely on the basis of its own isolated merit but is designed and then appraised as an integrated part of the entire Project. This approach will require team members from all disciplines, during each stage of the design process, to investigate alternatives, question assumptions and research approaches to optimize building performance.

21. Non-Infringement: The Consultant represents and warrants to the Owner that: (1) the Consultant shall provide the Owner good and indefeasible title to the Deliverables and (2) the Deliverables supplied by the Consultant in accordance with the specifications in the Contract will not infringe, directly or contributory, and patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Consultant does not know of any valid basis for such claims. The Consultant shall, at its sole expense, defend, indemnify, and hold the Owner harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) to the extent that such liability, damage, or cost is caused by, arises out of, or results from: (1) any claim that the Owner's exercise anywhere in the world of the rights associated with the Owner's ownership, and if applicable, license rights, and its use of Deliverables infringes the intellectual property rights of any third party; or (2) the Consultant's breach of any of Consultant's representations or warranties stated in this paragraph, except that Consultant shall not be responsible for defending any party, including a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by the Owner, the Owner's agent, the Owner's employee, or other entity, excluding the Consultant's agent, employee, or subconsultant, over which the Owner exercises control. In the event of any such claim, the Owner shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the Owners behalf. Further, Consultant agrees that the Owner's specifications regarding the Deliverables shall in no way diminish Consultant's warranties or obligations under this paragraph and the Owner makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Consultant. For the defense of any claim based wholly or partly on the negligence of, fault of, or breach of contract by the Owner, the Owner's agent,

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the Owner's employee, or other entity over which the Owner exercises control, the Consultant shall reimburse the Owner for the Owner's reasonable attorney's fees in proportion to the Consultant's liability.

C. Laboratory Services

If laboratory services are provided for the Project by the Consultant or its Subconsultant(s) through this Agreement, those services must be performed by a properly accredited laboratory. The Consultant will provide evidence to the Owner of such accreditation on an annual basis for the duration of this Agreement.

D. Quality Control Plan (QCP)

1. The Consultant agrees to perform quality assurance-quality control/ constructability reviews in accordance with the Consultant's Quality Control Plan (QCP) to be developed in the format described in Attachment 4 and at http://www.austintexas.gov/sites/default/files/files/Attachment_4_QCP.pdf. The approved QCP will be incorporated by reference and will include any subsequent revisions approved by Owner. In addition to providing the reports required by the QCP, the Consultant agrees to address any QCP comments from the Owner and provide resolution to the Owner's satisfaction. In the event the Owner retains a separate consultant to perform additional QCP services for the Owner, the Consultant will provide all necessary information to the Owner, address any comments from the Owner's consultant, and provide resolution to the Owner's satisfaction. The Consultant shall include this language in all its Subconsultant contracts to ensure Subconsultants understand their responsibility for complying with the Owner's or Owner's consultant's QCP requirements.

2. The QCP reviews will be performed by a staff member of the Consultant not involved in day-to-day Project tasks. If the Consultant does not have the internal staff capacity to provide for this independent review, the Consultant must include a QCP Subconsultant on the Project team. The person performing the QCP reviews shall certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QCP.

3. The Consultant will perform QCP reviews at intervals during the design phase, specified in the QCP, to ensure plans, specifications, and drawings satisfy accepted quality standards and meet the requirements of the Project scope. Based on the findings of the QCP reviews, the Consultant must reconcile the Project scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

4. The Consultant will perform constructability reviews, using persons with construction experience, at appropriate intervals, during the design phase, specified in the QCP to ensure that the Project is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the Consultant shall redesign the Project, as required, to conform to the Fixed Construction Budget as described in Section III. The Consultant will provide interim construction estimates to verify that the Project is within the Fixed Construction Budget as further described in the phase descriptions in the Supplemental Terms and Conditions of this Agreement.

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5. Acceptance and/or approval of the Consultant's QCP documentation by the Owner do not constitute a release of the responsibilities and liability of the Consultant for the accuracy and competency of its QCP reviews and final construction documents.

E. Basic Services

The Consultant will perform the basic Scope of Services described in Subsections I.E.1 et seq. of the Supplemental Terms and Conditions of this Agreement. This Scope of Services shall be performed only as authorized by the Owner.

F. Additional Services

1. Unless otherwise stated in this Agreement, the Services listed in Subsections (a) through (e) below are Additional Services. Additional Services authorized in writing by the Owner will be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services authorized by the Owner in writing will be incorporated in the RAP, and all applicable articles of the Agreement will apply to the Additional Services. If Consultant identifies a need for Additional Services, the Consultant will submit a proposal for those services to the Owner within fourteen (14) calendar days of identifying the need.

a. Making revisions in Drawings, Specifications or other documents in connection with Change Orders, unless such Change Orders are caused by errors, omissions or other factors within the Consultant's control.

b. Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

c. Providing design services of subconsultants not included in original scope of the Project.

d. Providing any other services not otherwise included in this Agreement.

e. Legal proceedings, unless the Consultant is a party to the proceedings.

2. For all Additional Services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the RAP.

3. The following are **not** Additional Services:

a. Any revisions required for failure to adhere to the Fixed Construction Budget.

b. Minor requests for information as determined by the Owner that clearly do not require extensive work by the Consultant.

c. Any revisions to Drawings, Specifications or other documents when the item requiring revision is inconsistent with or contradicts prior approvals or instructions given by the Owner, when the revision is required due to Consultant’s failure to adhere to prior approvals or instructions given by the Owner, or when the revision corrects or revises any errors or deficiencies.

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II. OWNER'S RESPONSIBILITIES

A. The Owner will:

1. Provide its requirements for the Project.

2. Designate the Owner's Project Manager.

3. Provide a "Fixed Construction Budget for the Project" as defined in Subsection III.A prior to negotiation of this Agreement.

4. Assist Consultant by providing access to readily available (i) reports; (ii) property, boundary, easement, right-of-way, topographic and utility surveys; (iii) zoning and deed restrictions; and (iv) other data relevant to the development of the Project.

5. Assist Consultant in gaining entry to public property and private property, only when reasonably necessary, as may be required by the Consultant in the performance of their services under this Agreement.

6. Review and provide written comments on documents and questions presented by the Consultant and render decisions pertaining thereto within seven (7) calendar days. The Owner will review and provide written comments on periodic plan and specifications submittals within fourteen (14) calendar days. Owner shall immediately notify Consultant if additional time is needed.

7. Direct Consultant, through a Supplemental Amendment to this Agreement, to provide any necessary Additional Services beyond those authorized in the approved Scope of Services and Project RAP or as stipulated in the Supplemental Terms and Conditions of this Agreement.

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III. FIXED CONSTRUCTION BUDGET

A. The "Fixed Construction Budget" means the amount allocated by Owner for the Project construction contract, which can only be adjusted by Owner's prior written approval.

B. Fixed Construction Budget does not include the compensation of the Consultant and the Consultant's Subconsultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner.

C. Responsibility for Fixed Construction Budget

1. Consultant is responsible for designing the Project to be constructible within the Fixed Construction Budget. The Consultant will determine what materials, equipment, component systems and types of construction to include in the Contract Documents, make reasonable adjustments in the scope of the Project with the Owner's consent, and, with the Owner's approval, develop bid alternates.

2. Consultant shall promptly advise the Owner, in writing, if the Consultant finds that the project being designed will exceed or is likely to exceed the Fixed Construction Budget and the Consultant is unable to design the Project within the Fixed Construction Budget. The Consultant shall provide the Owner with a written revised estimate of construction costs, recommended changes in scope or quality to reduce the construction cost, and a description of any recommended bid alternates. If, after reviewing the Consultant’s revised estimate of construction cost and recommendations, the Owner determines that award of a construction contract within the Fixed Construction Budget is improbable, the Owner may:

a. give written approval of an increase in the Fixed Construction Budget;

b. cooperate in revising the Project scope and quality as required to reduce the construction cost;

c. direct the Consultant to prepare the bid documents to include bid alternates; or

d. authorize any combination of 2.a, 2.b, and 2.c.

3. If the Fixed Construction Budget is exceeded by the lowest responsive bid submitted by a responsible bidder, the Owner shall either:

a. give written approval of an increase in the Fixed Construction Budget;

b. cooperate in revising the Project scope and quality as required to reduce the construction cost;

c. abandon the Project; or,

d. authorize rebidding of the Project within a reasonable time.

In the case of 3.b and/or 3.d, above, the Consultant, without additional compensation, shall perform those services to produce the Drawings and Specifications as necessary to comply with the Fixed Construction

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Budget provided that the bidding or rebidding processes occur within six (6) months of the date that the Consultant delivered the final bid documents to Owner, unless the Owner finds, after consultations with Consultant, that unforeseeable changes in market conditions materially affected the bids. If the bidding or rebidding processes occur after that six (6) month period, or if the Owner finds that unforeseeable changes in market conditions materially affected the bids, the Consultant will be entitled to additional compensation for performing those services to produce the Drawings and Specifications as necessary to comply with the Fixed Construction Budget.

4. Bid Alternates

a. If, under the Owner's direction, the Consultant prepares the bid documents to include bid alternates as a means to keep the Project cost within the Fixed Construction Budget, the Consultant's compensation will remain the established fee amount irrespective of the outcome of bids. In the event the base bid is not within the Fixed Construction Budget, Subsection III.C.3 of this Agreement governs. The Owner's acceptance of the base bid or bid alternates will not change the Consultant's fee amount.

b. If, under the Owner's direction, the Consultant prepares bid documents that include bid alternates, and Owner has advised Consultant that such alternates may not be within the Fixed Construction Budget, the Consultant must track the cost of any such alternates. Compensation for the requested bid alternates will be as follows:

(i) If the bid for the alternates requested by Owner is within the Fixed Construction Budget, there is no change in the fee.

(ii) Otherwise, the work to reconfigure the Bid Documents to include the requested bid alternates will be considered Additional Services with compensation to be determined in accordance with Subsection V.A.3 of this Agreement.

IV. SCOPE OF SERVICES AND RESOURCE ALLOCATION PLAN (RAP)

A. The Owner will issue a request for proposal to the Consultant for the phase(s) of services to be negotiated. The request for proposals will include a description of the requested Scope of Services, a schedule for the submittal of the proposal, and a proposed schedule for the performance of the services. The Consultant will submit its proposal to the Owner on a timely basis for its review and approval. Approved proposals will be included in Attachment 3, Scope of Services, and become a part of this Agreement.

B. The Consultant agrees to complete the phases of services in accordance with the applicable standard of professional care, the approved proposal(s), the Project's Resource Allocation Plan ("RAP"), which is attached as Attachment 5 to this Agreement and Maximum Not to Exceed by Phase, which is attached as Attachment 6. The RAP describes the major tasks to be performed and work products to be delivered by the Consultant, the estimated time to complete the tasks and work products, the amount of compensation allocated for the respective tasks and work products, and an estimated allowance for reimbursable expenses. A specific time period will be set for the completion of each phase in the accepted proposal for the applicable services.

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C. Reimbursable Expenses

Reimbursable Expenses are part of Basic Services and include actual expenditures made by the Consultant and the Consultant's employees and Subconsultants in performing services for the Project for the expenses listed in the following Subsections. Consultant must submit invoices or other similar documentation for Reimbursable Expenses as part of a payment request. The Owner is a tax exempt entity and will not reimburse the Consultant for any tax expenses. The Owner will consider exceptions on a case-by-case basis. Reimbursable Expenses are limited to these specific items:

1. By prior written approval of the Owner, reasonable transportation and living expenses in connection with out-of-town travel.

a. All travel and lodging expenses in connection with the Agreement for which reimbursement may be claimed will be reviewed against the City's Travel Policy and the current (at the time the travel occurs) the General Services Administration (GSA) Domestic Per Diem Rates (the "GSA Rates") at http://www.gsa.gov/portal/category/26429 Amounts in excess of the Travel Policy or GSA Rates will not be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets).

b. Reimbursement will be made only for expenses actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

c. Mileage charges for rental cars in connection with out-of-town travel may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations. Mileage costs for travel within the Austin metropolitan area are to be included in Consultant's overhead rate and not billed separately as a reimbursable expense.

2. Fees paid for securing approval of authorities having jurisdiction over the Project.

3. Reproduction expenses for drawings, specifications and all other documents required for bidding, Owner submittals, and for file copies of Consultant, Contractor, and Owner, and other parties approved by the Owner.

4. Expense of renderings, models and mock-ups requested by the Owner.

5. Expense of reproducing record drawings for the Owner on sepia, mylars or plastic film.

6. Reproduction expense for drawings, specifications and any other documentation to be submitted to utility Owners and governmental authorities having jurisdiction over the Project. Interim review plots or drawings for Consultant and Subconsultants are not reimbursable.

D. As the basis for establishing the Consultant’s compensation under the approved Scope of Services and RAP, the Consultant will use the Owner’s standard job titles and the Consultant’s then current Owner approved loaded hourly rates for each job title. The Consultant’s loaded hourly rate sheet will be attached to each approved fee proposal.

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1. Loaded Hourly Rates: Loaded hourly rates for Consultants and Subconsultants will be approved by the Owner on an annual basis. Future rate revisions will only apply to new proposals or assignments and will not impact previously negotiated fee proposals.

2. Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

E. Period of Service

1. This Agreement will remain in force for that period required to complete the Project (including required extensions thereto) unless discontinued by any of the several provisions contained elsewhere in this Agreement.

2. Consultant's failure to meet the approved Project RAP may result in the assessment of remedies as described in Section VIII of this Agreement.

F. Supplemental Amendments

1. Before additional work may be performed or additional costs incurred beyond what is specified in the approved Scope of Services and Project RAP, both parties must execute a written Supplemental Amendment. The Owner is not responsible for actions by the Consultant or any costs incurred by the Consultant relating to additional work prior to the execution of the Supplemental Amendment. Any additional work must be performed within the time period established in the Project RAP.

a. More Time Needed. If the Consultant determines or reasonably anticipates that the Project cannot be completed before the specified completion date, the Consultant shall submit a RAP revision request to the Owner for approval. The Owner may, at its sole discretion, extend the authorized Project period.

b. Changes in Scope. Changes that would modify the scope of work authorized for the Project must be established by a Supplemental Amendment. If the change in scope affects the schedule or Consultant's fee for the Project, the Consultant shall prepare a revised Project budget and RAP for the Owner's approval using the Consultant’s then current approved loaded hourly rate sheet.

2. The Owner may ask the Consultant to submit a proposal for additional work that is within the defined scope of work under this Agreement. The amount to be paid for the proposed additional work will be a lump sum for each proposal. The Consultant may, without penalty, elect not to submit a proposal. If both parties agree to the proposal for additional work, the parties must execute a written Supplemental Amendment and revise the RAP.

G. If the Owner sustains actual damages as a result of willful or negligent failure of the Consultant to furnish services in compliance with the approved Scope of Services and Project RAP described in this Section IV and subsequent approved amendments in accordance with Subsection IV.F, the Consultant agrees to compensate the Owner for the cost of such damages in accordance with Section VIII,

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itemized costs of which will be provided to the Consultant by the Owner. The Owner agrees to provide the Consultant written notification of such damages as the cost is being incurred.

H. The Consultant is not liable or responsible for Owner delays or suspensions of services. If the Consultant is delayed through no fault of its own, written time extension requests may be submitted to the Owner for approval. These requests will be reviewed only if submitted to Owner within (14) calendar days of the occurrence unless force majeure conditions exist.

I. If the Consultant fails to meet the approved Project RAP schedule, including subsequently approved amendments, Owner may elect to invoke remedies outlined in Section VIII of this Agreement.

J. Time required by the Owner to review and return documents to the Consultant following their submittal during and after each phase will be included in the approved Project RAP.

V. COMPENSATION

A. Basis of Compensation

1. General. The Owner will compensate the Consultant for the Scope of Services described in the approved Project RAP, as it may be subsequently amended, in accordance with Subsection V.B, Payments to the Consultant, and the other Terms and Conditions of this Agreement, as follows:

a. No advance payment will be paid to the Consultant prior to rendering services.

b. Payments for Basic Services will be made monthly in proportion to services performed within each phase of services, as shown in the Project RAP.

c. Basic Services for Subconsultants may be billed a Consultant a multiple of up to one and five hundredth (1.05) times the amount billed to the Consultant for such services.

2. Total Compensation. The total amount of compensation to be paid the Consultant will not exceed the amount stated in Subsection V.A.1.b(i) of the Supplemental Terms and Conditions of this Agreement without amendment to this Agreement.

3. Compensation for Additional Services

a. For Project representation beyond Basic Services as described in Subsection I.F. of this Agreement, compensation will be made for Additional Services in accordance with the basis for compensation established in the Project RAP.

b. Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis, as shown in Subsection V.A.2 et seq. of the Supplemental Terms and Agreements of this Agreement.

c. For Additional Services of Subconsultants a multiple of one and five hundredth (1.05) times the amounts billed to the Consultant for such services will be paid.

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4. Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

5. Compensation for Reimbursable Expenses

a. Reimbursable Expenses, as described in Subsection IV.C, may be billed at a multiple of one and five hundredths (1.05) times the amounts expended by the Consultant, the Consultant's employees and Subconsultants in the interest of the Project.

b. The Owner is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. Owner will furnish Consultant with a Sales Tax Exemption Certification to be issued to suppliers in lieu of tax. If payment of the sales tax is unavoidable in a specific case, the Consultant will be reimbursed by the Owner for any such costs incurred.

c. An allowance for Reimbursable Expenses described in Subsection IV.C will be determined and included in the approved RAP. The Consultant shall not exceed the allowance amount without prior written approval by Owner.

6. Owner and the Consultant agree in accordance with the Terms and Conditions of this Agreement that:

a. If Owner determines the scope of the Project or Consultant's Services are changed materially, compensation will be equitably adjusted through negotiation.

b. If Owner determines the Services covered by this Agreement have not been completed within the time specified in the Project RAP, through no fault of the Consultant, the amounts of compensation, rates and multiples set forth herein may be adjusted through negotiation.

B. Payments to the Consultant

1. Payments for Basic Services

Payments for Basic Services, including Reimbursable Expenses, will be made monthly in accordance with the approved Project RAP on the basis set forth in Subsection V.A. Consultant shall submit the application for payment using the forms supplied by Owner.

2. Payments for Additional Services

Payments for the Consultant's Additional Services as defined in Subsection I.F may be made no more often than monthly upon presentation by Consultant of an acceptable statement of Additional Services rendered and/or expenses incurred. Each statement must include the form supplied by the Owner, copies of supporting invoices, time sheets, and any other evidence of expense as required by the Owner.

3. Payments Withheld

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The Owner may withhold, amend, or nullify any request for payment by the Consultant under those conditions described below.

a. Failure of the Consultant to follow the approved schedule and meet all phase and milestone requirements specified in the Project RAP.

b. Owner's receipt of notice that, despite payment to Consultant for services rendered by Subconsultants, Consultant has not paid Subconsultants for services invoiced to and paid by Owner within ten (10) calendar days of Consultant's receipt of payment from Owner.

c. Payments for Subconsultants' costs when those Subconsultants are not included in the approved MBE/WBE compliance plan.

d. Failure of the Consultant to submit timely and complete records of Project conference proceedings as specified in Subsection I.B.10.

e. Failure of the Consultant to submit timely and complete weekly reports of its job site observations containing detailed information as specified in Subsection I.E.4.e of the Supplemental Terms and Conditions of this Agreement.

f. Failure of the Consultant to provide updated record drawings and Contractor's record contract documents to the Owner within thirty (30) calendar days after Contractor's record contract documents have been provided to the Consultant by the Contractor upon substantial or final completion of the Project.

g. Failure to make timely payment to the City of Austin for taxes.

4. Prompt Payments

a. The Owner shall make payment to Consultant of the sum named in a payment application within thirty (30) calendar days after the day on which the Owner received the mutually acceptable payment application. If the Owner fails to make such prompt payment, then Owner will pay Consultant, in addition to the amount owed for the payment application, interest thereon at the rate specified in Government Code, Section 2251.025(b) from date due until fully paid, which shall fully liquidate any injury to Consultant growing out of such delay in payment.

b. The Owner cannot make a partial payment on an invoice in dispute. The Consultant may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. The thirty (30) calendar days restarts after the Owner receives a corrected payment application.

5. Payment for Project Suspension or Termination

If the Project is suspended or abandoned in whole or in part for more than three months, the Consultant will be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three months, the Consultant's compensation

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may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, Owner may terminate the Agreement in accordance with Subsection VII.F.

C. Payment Applications

1. Payment applications must be submitted on a monthly basis.

2. For Projects that are compensated on a Standard Hourly Rate basis, the Consultant's statement of services must show the name of all employees and subconsultants charging time to the Project, the amount of time billed, the hourly rates, and the activities performed by each person listed. If requested by Owner, payroll time sheets shall be provided.

3. For Projects that are to be compensated on a Stipulated Sum basis, the Consultant's statement of services must include a brief summary of the progress and completion of tasks to substantiate the percentage of completion of services by Phase during the time period covered by the payment application.

4. Each payment application from the Consultant will be reviewed to ensure the following information is included and/or is correct. Without this information, the Owner will not approve the payment. Consultant will be notified, within fourteen (14) calendar days after Owner's receipt of the payment application, if the payment application is inaccurate and/ or incomplete. An "accurate and complete payment application" means:

a. That the critical figures included on the payment application have been accurately calculated.

b. That the labor rates, reimbursables, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the Agreement or the most recent Supplemental Amendment.

c. That the charges included on the payment application reflect activity for which the Consultant has actually performed work.

d. That the charges included on the payment application are for work included in the Agreement or an amendment, and the charges are tied directly to tasks outlined in the Agreement.

e. That the Consultant's principals are billing at staff rates when acting in that capacity.

f. That for subconsultant activity, the subconsultant is recognized as an approved subconsultant in the approved MBE/WBE compliance plan for the Agreement or amendment.

g. That for subconsultant activity, the subconsultant approved for a specific discipline is being used/ paid when the work in that discipline is performed.

h. That for subconsultant or subcontractor activity on federally funded projects is being reimbursed at invoice cost.

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i. That any reimbursable expenses claimed are permitted by the terms of the Agreement.

j. That for any allowed reimbursable expense, supporting documentation is attached to the invoice.

k. That the Consultant is billing the City for all work performed by both the Consultant and subconsultants within 45 calendar days of when the work was performed.

5. The Owner shall review the first payment application in detail with the Consultant to explain Owner's payment requirements and to ensure payment application is accurate and complete.

6. Any costs in excess of approved maximum not-to-exceed contract amount(s) incurred prior to Owner's written consent will be at Consultant's risk and Owner will not pay such costs unless such costs were incurred at the Owner's direction. The Owner is not required to increase the approved maximum not-to-exceed contract amount(s) established under this Agreement.

VI. INSURANCE REQUIREMENTS

A. The Consultant shall carry insurance in the types and amounts indicated below for the duration of the Agreement:

1. Workers' Compensation and Employers' Liability Insurance Coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and (1) minimum policy limits for Employers Liability Insurance of $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee; or (2) as otherwise required in the Supplemental Terms and Conditions of this Agreement. The Consultant's policy must be issued by an insurer licensed or approved to do business in the State of Texas and include these endorsements in favor of the Owner:

a. Waiver of Subrogation, form WC 420304, or equivalent.

b. 30 day Notice of Cancellation, form WC 420601, or equivalent.

2. Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of $500,000 for coverages A & B unless otherwise stated in the Supplemental Terms and Conditions of this Agreement. The policy must contain the following provisions:

a. Blanket contractual liability coverage for liability assumed under this Agreement and all contracts relative to this Project.

b. Independent Contractors coverage.

c. Owner listed as an additional insured, endorsement CG 2010, or equivalent.

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d. 30 day Notice of Cancellation in favor of the Owner, endorsement CG 0205, or equivalent.

e. Waiver of Transfer Right of Recovery Against Others in favor of the Owner, endorsement CG 2404, or equivalent.

f. Aggregate limits of insurance per Project, endorsement CG 2503, or equivalent.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles (1) with a minimum combined single limit of $500,000 per accident for bodily injury and property damage; or (2) $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability; or (3) as otherwise required in the Supplemental Terms and Conditions of this Agreement. The policy shall contain the following endorsements in favor of the Owner:

a. Waiver of Subrogation endorsement CA 0444, or equivalent.

b. 30 day Notice of Cancellation endorsement CA 0244, or equivalent.

c. Additional Insured endorsement CA 2048, or equivalent.

4. Consultant's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the Owner. The minimum limit is specified in Subsection VI.A.4.a of the Supplemental Terms and Conditions of this Agreement.

B. General Insurance Requirements

1. The Consultant must complete and forward the Owner's standard certificate of insurance to the Owner before the Agreement is executed, as verification of coverage required in Subsections VI.A.1 through VI.A.4 above. The Consultant shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the Owner's Capital Contracting Office. Approval of insurance by the Owner does not relieve or decrease the liability of the Consultant hereunder and must not be construed to be a limitation of liability on the part of the Consultant

2. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date must be coincident with or prior to the date of this Agreement and the certificate of insurance must state that the coverage is claims made and the retroactive date. The Consultant shall maintain continuous coverage for the duration of this Agreement and for not less than twenty-four (24) months following substantial completion of the Project. Coverage, including any renewals, must have the same retroactive date as the original policy applicable to the Project. The Consultant shall, on at least an annual basis, provide the Owner with a certificate of insurance as evidence of such insurance.

3. The Consultant's insurance coverage must be written by companies licensed or approved to do business in the State of Texas at the time the policies are issued and must be written by

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companies with A.M. Best ratings of B+VII or better unless otherwise required in the Supplemental Terms and Conditions of this Agreement.

4. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance will indicate: City of Austin, Capital Contracting Office, P. O. Box 1088, Austin, Texas 78767.

5. The "other" insurance clause will not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the Owner and the Consultant, be considered primary coverage as applicable. In addition, any limitation in Subsection XI.F below, notwithstanding, when the Consultant names the City as an additional insured party under its general liability policy, the Consultant will require that the policy provides any defense provided by the policy. In addition, any limitation in Subsection VI.B.6 below, notwithstanding, when the Consultant names the City as an additional insured party under its general liability policy, the Consultant will require that the policy provides any defense provided by the policy.

6. If insurance policies are not written for amounts specified above, the Consultant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

7. The Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies. Certified copies may include redactions of proprietary information including executive salaries, proprietary revenue information, and client endorsements.

8. The Owner reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Consultant.

9. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

10. The Consultant shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

11. The Consultant shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

12. If Owner-owned property is being transported or stored off-site by the Consultant, the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

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13. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of the Consultant.

C. Consultant shall determine appropriate types and levels of insurance coverage to be provided by Subconsultants and advise the Subconsultants of the documentation to be provided to Consultant to verify coverage.

VII. TERMINATION OF AGREEMENT

A. The rights to terminate this Agreement provided in this Section are in addition to and cumulative of all other rights and remedies available to the parties at law or in equity.

B. This Agreement may be terminated by the Consultant upon at least seven (7) calendar days written notice should the Owner substantially fail to perform in accordance with the Owner's responsibilities through no fault of the Consultant.

C. Notice to Cure.

Owner will provide a Notice to Cure to the Consultant to cure an event of default described in this Section and/or an anticipatory breach of contract. The Consultant must attend a meeting with the Owner regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, the Consultant must prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The Consultant's report must be delivered to the Owner at least three (3) business days prior to the required Notice to Cure meeting with the Owner.

D. This Agreement may be terminated by the Owner upon at least seven (7) calendar day's written notice to the Consultant in the event that the Project is abandoned or indefinitely postponed.

E. This Agreement may be terminated by the Owner for cause upon seven (7) calendar day's written notice. In the event Owner terminates the Agreement for cause, the Owner may reject any and all proposals submitted by Consultant for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause ("termination for convenience") as set forth in Subsection VII.F and Consultant's sole remedy for such termination will be limited to the recovery of payments permitted under Subsection VII.F. The Owner may terminate for cause due to the occurrence of any one of the following:

1. If Consultant persistently fails to perform the work in accordance with the Agreement, in particular the approved Project RAP;

2. If Consultant disregards laws or regulations of any public body having jurisdiction;

3. If Consultant makes fraudulent statements;

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4. If Consultant fails to make adequate progress and endangers timely and successful completion of the Agreement, which failure includes failure of Subconsultants to meet contractual obligations;

5. Consultant's failure under this Section includes failure of Subconsultants to meet contractual obligations; or

6. If Consultant otherwise violates in any substantial way any provisions of the Agreement.

F. This Agreement may be terminated at the Owner's convenience upon seven (7) calendar days written notice; in which event, the Consultant will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, in accordance with Subsection VII.G, and the Owner retains the right to continue the Project consistent with Subsection XI.B.4.

G. In the event of termination not the fault of the Consultant, the Consultant will be compensated for all services performed to termination date, together with Reimbursable Expenses then due without the right to compensation for anticipated profits on services not completed. Consultant will submit to the Owner, within the timeframe set in the termination notice, all work and documents prepared to that point. Fixed-fee payment to the Consultant, if applicable, shall be proportional to services performed to the date of termination.

VIII. OWNER'S REMEDIES

A. The Owner and Consultant agree that in the event of a delay in completion or other cause for which the Owner suffers actual damages, the Owner may elect to pursue its actual damages and any other remedy allowed by law. Conditions under which the Owner may seek other damages include, but are not limited to:

1. Failure of the Consultant to make adequate progress in accordance with Subsection VII.E.4 above.

2. Failure of the Consultant to design in compliance with the laws of City, State and federal governments as specified in Subsection I.E.2 of the Supplemental Terms and Conditions of this Agreement, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the Consultant. The Consultant will financially participate in the Owner's financial losses for those non-value added compliance costs.

3. Losses are incurred, despite the Quality Control Plan (QCP), because of defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the Consultant, to the extent that the financial losses are greater than the Owner would have originally paid had there not been defects, errors and omissions in the documents. The Consultant will financially participate in the Owner's financial losses for those non-value added work costs.

B. Pursuant to Subsection VI.A.4, the Owner may assert a claim against the Consultant's professional liability insurance as appropriate when other remedies are not available or offered for design

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deficiencies discovered during and after Project construction. When the Owner incurs non-value added work costs for change orders due to design errors or omissions the Owner will send the Consultant a certified cost recovery claim letter that includes:

1. summary of facts with supporting documentation;

2. instruction for Consultant to revise design documents, if appropriate, at Consultant's expense;

3. calculation of non-value added work costs incurred by the Owner; and,

4. deadline for Consultant's response.

The Consultant will provide a preliminary response to Owner's cost recovery claim letter within seven (7) calendar days of receipt of the claim letter. The Consultant must submit a formal documented response to the claim letter to the Owner within fourteen (14) calendar days of the date of the preliminary response. The Consultant will provide the payment requested by Owner within thirty (30) calendar days of Owner's acceptance of the Consultant's formal response or the Consultant will request alternative dispute resolution, as described in Subsection X.B of this Agreement, within fourteen (14) calendar days of Owner's rejection of the Consultant's formal response.

C. The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost (including printing) if, in the Owner's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revisions or the actual number of changes due to the Consultant's errors or omissions.

D. If the Consultant materially fails to furnish services in compliance with the approved Project RAP schedule or any subsequently approved amendments to the schedule or the Consultant’s services, or deliverables are unusable for their intended purpose and these failures are a material breach of this Agreement, then Owner, in its reasonable discretion may contract with another consultant to complete the services or work product, and Consultant shall pay the Owner for the difference between the balance under Consultant’s Agreement with Owner had Consultant completed its services and the amount charged by the replacing consultant to complete Consultant’s scope of work. Owner will provide Consultant with the itemized costs as they are being incurred. Prior to contracting with another consultant, the Owner shall provide Consultant with a Notice to Cure, as described in Subsection VII.C.

E. Decisions to Withhold Payment

Owner may withhold or nullify the whole or part of any payment to such extent as may be necessary because of conditions outlined in Subsection V.B.3 "Payments Withheld."

IX. CONSULTANT’S REMEDIES

A. If the Consultant is prevented from completing any part of the Project within the time established in the RAP due to delays beyond the reasonable control of either the Owner or the Consultant, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be the Consultant's sole and exclusive remedy. Performance interrupted by an act of god or the result of war, riot,

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civil commotion, sovereign conduct, or the conduct of a third party, will be excused for the period of time necessary to remedy the effect of the precipitating occurrence. In such cases, a conference will be held within three (3) working days of the end of the occurrence to establish a revised schedule in the RAP.

B. Consultant's requests for remedies arising from the terms of this Agreement for conditions other than those specified in Subsection IX.A must be done in accordance with the following:

1. Within thirty (30) calendar days after the Consultant could be reasonably expected to know of the occurrence prompting the request for an extension of time, the Consultant must deliver a preliminary written notice to the Owner describing the general nature of the request. Within thirty (30) calendar days after the preliminary notice, the Consultant must provide the Owner written supporting documentation stating all known time extensions to which the Consultant is entitled.

2. Within thirty (30) calendar days of receipt of notice of the amount of the requested remedy with supporting data, Owner and Consultant will meet to discuss the request, after which an offer of settlement or notification of no settlement offer will be made to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to

a. submit additional supporting data requested by the Owner;

b. modify the initial request for remedy; or

c. request Alternative Dispute Resolution.

X. DISPUTE RESOLUTION

A. Filing of Claims

1. Claims arising from the circumstances identified in this Agreement, or other occurrences or events, shall be made by written notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after written notice of Claim is delivered by claimant and shall represent that the adjustment claim covers all known amounts and/or extension of time to which claimant is entitled.

2. Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, the Owner and Consultant shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

B. Alternative Dispute Resolution

1. If a dispute exists concerning a Consultant or Owner, the parties agree to use the following procedure prior to pursuing any other available remedies.

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2. Negotiating with Previously Uninvolved Personnel

Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) calendar days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an Owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the Consultant's organization or any other reason, the Consultant shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

C. Mediation

1. If the procedure described in X.B.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. Owner and Consultant agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the Consultant's professional discipline, to assist with resolution of the dispute. Owner and Consultant agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

2. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for:

a. conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes;

b. a meeting of all parties for the exchange of points of view; and

c. separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives.

The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise. Should the parties fail to reach a resolution of the dispute through mediation, then each party is released to pursue other remedies available to them.

D. Resolution of Disputes between Consultant and Subconsultant:

The Consultant agrees to follow the procedures paralleling those outlined in Subsections X.A, X.B, and X.C in the event of a dispute with a Subconsultant. The Owner is not a party to the dispute resolution process between the Consultant and Subconsultants. However, if the Owner is notified of a

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Subconsultant claim, the Owner will withhold payments to the Consultant in accordance with Subsection V.B.3.b until receiving notification that the claim has been resolved.

XI. MISCELLANEOUS PROVISIONS

A. Owner's Right to Audit

1. "Records" means all records generated by or on behalf of Consultant and each Subconsultant, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Agreement, including, without limitation:

a. accounting records;

b. written policies and procedures;

c. subcontract files;

d. correspondence;

e. supplemental amendments to this Agreement (as appropriate);

f. agreements between Consultant and any Subconsultant;

g. records necessary to evaluate contract compliance and any claim submitted by Consultant or any of its Subconsultants;

h. any other Consultant record that may substantiate any charge related to this Agreement; and,

i. technical work products in accordance with the approved Project RAP.

2. Consultant shall allow Owner's agent or its authorized representative to inspect, audit, and/or reproduce all Records generated by or on behalf of Consultant and each Subconsultant, upon Owner's written request. Further, Consultant shall allow Owner's agent or authorized representative to interview any of Consultant's employees, all Subconsultants, and all their respective employees.

3. Consultant shall retain all its Records, and require all its Subconsultants to retain their respective Records, during this Agreement and for the longest of these specified periods: (i) three (3) years after final payment, (ii) until all audit and litigation matters that Owner has brought to the attention of Consultant are resolved, or (iii) longer if required by law. Owner's right to inspect, audit, or reproduce Records (at no cost to Owner), or interview employees of Consultant or its respective Subconsultants exists for the same period described in the preceding sentence.

4. Consultant must provide sufficient and accessible facilities during its normal business hours for Owner to inspect, audit, and/or reproduce Records, and to interview any person about the Records.

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5. Consultant shall insert these requirements in each written Agreement between Consultant and any Subconsultant and require each Subconsultant to comply with these provisions.

B. Ownership and Use of Documents

1. All Project Drawings and Specifications produced by the Consultant under this Agreement are the property of the Owner. The Consultant shall also provide the Owner high quality mylar and digital computer copies on CD or other Owner-approved media of updated drawings and reproducible copies of specifications as specified in Subsection I.E.2 of the Supplemental Terms and Conditions of this Agreement. The cost of such copies will be paid as specified in Section V of this Agreement. The Consultant may not provide copies of or otherwise use the work products covered by this Subsection XI.B without the express prior written approval of the Owner.

2. The Consultant agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are to be paid for by the Owner, is/are subject to the rights of the Owner in effect on the date of this Agreement. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Consultant shall not copyright or otherwise claim Ownership of the work products covered by this Subsection XI.B. The Consultant shall include in its Subconsultant contracts appropriate provisions to achieve the purpose of this Subsection XI.B.

3. All such items furnished by the Consultant pursuant to this Agreement are considered instruments of its services in respect to the Project. It is understood that the Consultant does not represent such items to be suitable for reuse on any other Project or for any other purpose(s). If the Owner reuses such items without the Consultant's specific written verification or adaptation, such reuse will be at the risk of the Owner, without liability to the Consultant.

4. Should the Consultant be terminated under this Agreement, the Owner may continue the Project and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the Owner, as specified in Subsections I.E.2 or I.E.5 of the Supplemental Terms and Conditions of this Agreement (depending on the Project's status at time of termination). The Owner may have these documents completed, corrected, revised or added to by another design professional in accordance with Title 22, Chapter 137.33(i) of the Texas Administrative Code.

5. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's rights.

C. Venue

In the event of any suit at law or in equity involving the Agreement, venue will be exclusively in Travis County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of this Agreement.

D. Definitions

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The terms in this Agreement will have the same meaning as those in the standard purchasing and construction documents for the City of Austin, Texas. The applicable definitions may be viewed at http://www.ci.austin.tx.us/purchase/downloads/ifb0100.pdf and http://www.austintexas.gov/sites/default/files/files/00100__01-15-16_.pdf, respectively.

E. Severability

If any word, phrase, clause, sentence or provisions of this instrument, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding only effects such word, phrase, clause, sentence or provision, and such finding does not affect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

F. INDEMNIFICATION

To the extent allowed by Section 271.904 of the Texas Local Government Code, the Consultant shall indemnify, protect, and save harmless the City and its officials, agents, and employees from and against all claims, demands, suits, causes of action, loss, damage, attorney's fees, costs, expenses, and liability of every kind and nature whatsoever, for personal injury or death or property damage to the extent that such injury, death or damage is caused by, results from, or arises in whole or in part from any negligent act, error or omission of the Consultant or any of its Subconsultants or any other party for whom Consultant is responsible in connection with the performance of its services or failure to perform its services in conformance with the terms and conditions of this Agreement; provided, however, Consultant shall not be responsible for the negligence of any other parties.

THIS INDEMNITY SHALL BE BROADLY CONSTRUED TO APPLY TO ALL LIABILITY ATTRIBUTED TO THE CONCURRENT AND SOLE NEGLIGENCE OF CONSULTANT, INCLUDING GROSS NEGLIGENCE, WILFULL MISCONDUCT, AND STRICT LIABILITY, AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

G. Notices

1. Any and all notices under this Agreement must be in writing and shall be delivered to the party entitled to receive the same by hand or U.S. Certified Mail, return receipt requested, addressed as specified in Subsection XI.G.1 of the Supplemental Terms and Conditions of this Agreement.

2. Mailed notice will be deemed effective three (3) business days after such notice is mailed by Certified Mail with return receipt requested. Hand delivered notice will be effective when received and acknowledged by signed receipt.

H. Successors and Assigns

The Owner and the Consultant bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Neither the Consultant nor the Owner may assign, sublet or transfer any interest in this Agreement without the prior written consent of the other party.

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I. Extent of Agreement

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both Owner and Consultant.

END

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SECTION 1 - CONSULTANT'S RESPONSIBILITIES

Insert the following 1.B.20. et seq:

20. The Consultant shall assist the Owner with the selection of colors for finishes, furniture, equipment, etc. included in the Work. The Consultant shall prepare and submit a color board for the Owner's review and approval that clearly illustrates the Consultant's recommended color scheme.

21. If directed by Owner, Consultant shall update Owner provided record documents.

22. If the Owner provided record documents to be updated that have been sealed by another Engineer, the Consultant shall notify the Engineer of record of the agreement to update said documents. All updates and revisions to existing sealed documents shall be made as directed by Owner and in accordance with the Texas Board of Professional Engineers rules.

23. The Consultant agrees that record documents provided by the Owner are to be used only for the intended purpose and to meet this contract's obligations. Use of these record documents for any other purpose not explicitly authorized by the Owner is strictly prohibited.

24. The Consultant shall incorporate sustainable principles and elements in accordance with the Leadership in Energy and Environmental Design (LEED™) Green Building Rating System as outlined in Council Resolution 20071129-045.

25. The Consultant shall review with the Project Manager the LEED™ requirements for determining the achievement of an appropriate certification by LEED™ Green Building Rating System Silver or incorporation of the Baseline Sustainability Standards. The Consultant is responsible for preparing all documentation required for LEED™ certification. The Owner will pay all application and certification fees.

26. The Consultant shall use an integrated design approach, where the evaluation of any Project element, material or system is not viewed solely on the basis of its own isolated merit but is designed and then appraised as an integrated part of the entire Project. This approach will require team members from all disciplines, during each stage of the design process, to investigate alternatives, question assumptions and research approaches to optimize building performance.

27. The Consultant shall provide a monthly written status report of implementation of the Council Resolution.

28. The Consultant shall monitor the Project during construction to verify and ensure that intended and specified elements as specified on the LEED™ Check List or the Baseline Sustainability Standards are being incorporated into the Project. The Consultant shall coordinate all relevant items with the Building Commissioning Agent.

29. Non-Infringement: The Consultant represents and warrants to the Owner that: (1) the Consultant shall provide the Owner good and indefeasible title to the Deliverables and (2) the Deliverables supplied by the Consultant in accordance with the specifications in the Contract will not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with

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respect to the ownership or operation of the Deliverables and the Consultant does not know of any valid basis for such claims. The Consultant shall, at its sole expense, defend, indemnify, and hold the Owner harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) to the extent that such liability, damage, or cost is caused by, arises out of, or results from: (1) any claim that the Owner exercises anywhere in the world of the rights associated with the Owner's ownership, and if applicable, license rights, and its use of Deliverables infringes the intellectual property rights of any third party; or (2) the Consultant's breach of any of Consultant's representations or warranties stated in this paragraph, except that Consultant shall not be responsible for defending any party, including a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by the Owner, the Owner's agent, the Owner's employee, or other entity, excluding the Consultant's agent, employee, or subconsultant, over which the Owner exercises control. In the event of any such claim, the Owner shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the Owners behalf. Further, Consultant agrees that the Owner's specifications regarding the Deliverables shall in no way diminish Consultant's warranties or obligations under this paragraph and the Owner makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Consultant. For the defense of any claim based wholly or partly on the negligence of, fault of, or breach of contract by the Owner, the Owner's agent, the Owner's employee, or other entity over which the Owner exercises control, the Consultant shall reimburse the Owner for the Owner's reasonable attorney's fees in proportion to the Consultant's liability.

30. Security: The Consultant shall adhere to Owner security and badging requirements, including the clearance of criminal background checks, for Project Manager, Project Professional, and all Project staffing and subconsultants working on the Project. The Consultant shall designate two (2) Signatory Authorities to maintain badging requirements throughout the duration of contract.

Insert the following Paragraphs 1.E.1 et seq:

1. Phase A: Preliminary Phase Services

If authorized by Owner, the Consultant shall perform the Phase A: Preliminary Phase Services as described below and in Attachment 5 – Resource Allocation Plan (RAP) and Attachment 6 - Maximum NTE Contract Amounts by Phase:

a. As part of the Preliminary Phase, the Consultant shall establish and provide to Owner an architectural design program narrative describing major functional elements, space requirements and relationships between the elements, requirements within each space (environmental, acoustical, lighting, electrical, communications, cabinetry, security, etc.), site development requirements, code requirements, aesthetic requirements and other special considerations. The program document must incorporate Owner's Project Requirements. Basic Services of the Consultant will include programming efforts such as reviewing existing building and site conditions, making measured drawings of existing construction, interviewing personnel, reviewing inventories of furniture, equipment and materials, attending meetings and taking other actions as necessary to establish the scope of the Project as dictated by the Owner's needs and the Fixed Construction Budget as described in Section III.

b. The Consultant shall provide a preliminary evaluation of the Owner's operating program and the Project preliminary Class 5 estimate (as described in - American Association of Cost Engineers (AACE) International Recommended Practice No. 18R-97) each in terms of the other, and shall review with the Owner alternative approaches to design and construction of the Project.

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c. Attend and, if requested by Owner, conduct preliminary conferences and public meetings with Owner and other interested or involved entities regarding the alternatives for the Project. Report progress of this phase to the Owner relative to approved Project Resource Allocation Plan (RAP) at weekly intervals as prescribed by the Owner.

d. Obtain and review existing plans, maps, records, traffic (vehicular and pedestrian), water and wastewater studies, planning studies, zoning, land use, other utility, population, and other available information relevant to the development of the Project. Consultant shall perform a Preliminary Cultural Resources Assessment for the Project. This assessment will provide for records reviews and site reconnaissance visits, consistent with City Code, State Statute, and guidance issued by the Council of Texas Archeologists. With approval from the Owner, perform or contract with other licensed professionals to perform geotechnical investigations and engineering, or any tests, investigations or studies that are required for the proper execution of Phase A of the Project.

e. Prepare, conduct and document studies, analyses and reports of the Project alternatives in sufficient detail to clearly indicate the problems involved and reasonable solutions available to the Owner. Such studies, analyses and reports may include, but are not limited to: preliminary layouts, maps, exhibits, sketches, construction materials and methods evaluations, schedules, utility coordination plans, design criteria, environmental reviews, compatibility with existing and proposed systems and/or processes, and other investigations pertinent to the evaluation of the Project alternatives.

f. Collect all pertinent information concerning proposed public or private projects and/or proposed improvements in the Project area. Coordinate with Owner and other entities as necessary to comply with the Project RAP and minimize Project impacts and to communicate Project details to minimize impact to other projects in the area.

g. Prepare preliminary Project construction schedule and Class 4 estimate (as described in (as described in the AACE International Recommended Practice No. 18R-97) of the probable Project construction, life cycle and maintenance costs for all alternative solutions. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the preliminary report without consideration of inflationary increases in costs and will be indexed to the *Engineering News Record* (ENR) Construction Cost Index prevailing at the time of the preparation of the preliminary report. The Consultant shall apply reasonable consideration and knowledge to the preliminary cost estimate development.

h. Conduct preliminary field surveys and determine site constraints and permitting requirements.

i. Prepare an environmental report for the recommended Project alternative(s) that addresses appropriate environmental issues, which may include, but are not limited to, impacts to air, noise, and water quality, historical features, vegetation, environmental and geological features, and endangered species.

j. Prepare a geotechnical report and other technical reports for the recommended Project alternatives that may include but are not limited to: subsurface utility engineering (SUE) findings, delineation of geologically sensitive areas, hydrologic issues, soils formation, and information necessary to identify contractor's probable or recommended means of construction.

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k. Prepare, present and publish details and a summary of findings for the recommended Project in a Preliminary Engineering and Investigations Report. This report will be drafted upon conclusion of the Consultant's reviews, investigations, and preliminary evaluations and shall include, but not be limited to, cost estimates (as outlined in Subsection I.E.1(e), alternate routes, identification of permanent and temporary easements, identification of need for additional right-of-way, evaluations of and recommendations for construction methods and materials, including recommendations on the number of Project construction contracts to be bid, and design and construction phase schedules. Provide **one (1)** electronic pdf copy of the final report addressing the Owner's review and comments.

l. For all Phase A services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

m. For all Phase A services, the Consultant shall provide all required Quality Control Plan (QCP) documentation.

2. Phase B: Design Phase Services

The accepted recommendations from the Preliminary Architectural Report will define the Scope of work for the Design of the Project. If authorized by Owner, the Consultant shall perform the Phase B services as described below and in Attachment 5 – Resource Allocation Plan (RAP) and Attachment 6 - Maximum NTE Contract Amounts by Phase.

a. Schematic Design Phase

(i) Based on mutually agreed upon architectural design program and Project Class 4 estimate requirements, the Consultant shall prepare, for approval by the Owner, Schematic Design Documents consisting of (1) site plan, (2) architectural floor plans, (3) building sections, (4) exterior elevations, (5) mechanical/electrical, systems, (6) subconsultant schematic drawings, (7) description of Project components, (8) Sustainability Checklist, (9) an Opinion of Probable Construction Cost Class 3 estimate (as described in the AACE International Recommended Practice No. 18R-97) based on current area, volume or other unit costs, life cycle and maintenance cost and (10) preliminary utility use analysis and energy modeling analysis. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the Schematic Design without consideration of inflationary increases in costs and will be indexed to the Engineering News Record (ENR) Construction Cost Index prevailing at the time of the preparation of the estimate for this phase of the Project.

(ii) The Consultant shall comply with the Owner's CADD Standards Link to CADD Standards (http://austintexas.gov/department/engineering-services-division.

(iii) The Consultant shall prepare and submit an electronic editable (pdf) copy of preliminary plans and specifications for the Owner's review and comment.

(iv) The Consultant shall prepare a preliminary checklist of items relating to LEED™ or sustainability goals for the Project.

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b. Design Development Phase

(i) Based on the accepted Schematic Design Documents and any adjustments authorized by the Owner in the program or Fixed Construction Budget as described in Section 3, the Consultant shall prepare for Owner's review and comment, Design Development Documents consisting of further development of the Schematic Design Documents and additional documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to the architectural, structural, mechanical and electrical systems, and other appropriate elements. The Consultant must comply with the Owner's CADD Standards (http://austintexas.gov/department/engineering-services-division).

(ii) The Consultant shall provide an updated LEED or Sustainability Checklist and submit building energy modeling calculations (lighting, HVAC, building envelope, etc.), and other documentation to the Owner for review and comment, to determine whether the targeted sustainability goals and building permit requirements of the City of Austin will be met.

(iii) The Consultant shall prepare a comprehensive Project Manual that includes, Cover Page, City Standard Front-end Documents (Division 0 & Division 1), and City Standard Technical Specifications. Consultant shall use the City Standard Technical Specification supplemented by Special Provisions to the City Standard Technical Specifications as needed and Special Specifications where the City does not have a Standard Technical Specification. Any revisions or special provisions to these standard specifications must be submitted to the Owner for written approval. The Consultant may use MasterSpec or CSI for vertical construction elements of the Project as special specifications, unless noted otherwise by the Owner. The Consultant shall submit the special specifications to the Owner for review and comment.

(iv) The Consultant shall submit to the Owner an updated written Opinion of Probable Construction Cost, Class 2 estimate (as described the AACE International Recommended Practice No. 18R-97). If this estimate exceeds the Fixed Construction Budget as described in Section III, the Consultant shall consult with the Owner as to what action is to be taken if the Owner requires revisions to the Project scope to reduce the Project cost as required to stay within the Fixed Construction Budget. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner.

(v) As required by the project the Consultant's engineer subconsultant shall prepare a Draft Storm Water Pollution Prevention Plan (SWPPP) using the standard City template and submit to the Owner for review and comment. All engineering computations shall be certified by a Licensed Professional Engineer with competence in this area as required by Title 22, Chapter 137 of the Texas Administrative Code. All SWPPPs shall be signed by a Licensed Professional Engineer (TX) or a Certified Professional in Erosion and Sedimentation Control [(CPESC)(http://cpesc.org/)]. If the SWPPP itself contains engineering calculations, then a Licensed Professional Engineer must seal and sign the SWPPP. All drainage calculations shall be done in accordance with the guidelines in the Drainage Criteria Manual. The final SWPPP will address all Owner's comments provided on the Draft SWPPP.

(vi) Consultant shall provide one (1) printed half-size set and one (1) electronic pdf format copy, and if requested by Owner three renderings and three-dimensional illustrations of the proposed Design Development Phase (review sets) at the Consultant's expense, for the Owner's review and comment.

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c. Construction Documents Phase

(i) Based on the accepted design development documents and any further adjustments in the scope or quality of the Project or in the Fixed Construction Budget authorized by the Owner, the Consultant shall prepare construction documents in compliance with the Owner's requirements. The Consultant shall prepare a Project Manual that includes all required "Front End" Division 0 and Division 1 sections and standard and special specifications required for the scope of work. The Consultant shall also prepare drawings including plan views, sections and details clearly defining and describing the full scope of work of the improvement, limits of work, sequencing requirements, access routes, environmental-protection requirements, and contractor staging and storage areas. The Consultant shall comply with the Owner's CADD Standards. The Owner's relevant Standard Details shall be included in the drawings if sufficient for the Project. The Consultant shall prepare any Special Details required for the Project and submit them to the Owner for review and comment. Details describing the scope of the Project shall be sufficient such that no additional details are required from the Consultant after the bidding phase is complete.

(ii) Construction Document Drawings will be prepared with computer aided design and drawing technology utilizing one of the following standard formats: Arc/Info (export), DXF (.DXF), or IGDS (.DGN). The guidelines established in the United States National CAD Standard® published by the National Institute of Building Sciences, will be used for sheet layering. Drawing sheet size will be 24" X 36" and minimum lettering size will be 3/32" unless otherwise approved by Owner.

(iii) The Consultant shall design barrier-free buildings and facilities in accordance with the Americans with Disabilities Act, Texas Accessibility Standards, and all applicable laws and regulations. The Consultant shall record in writing the major proceedings of each planning conference with the Architectural Barriers Office, Texas Department of Licensing and Registration and submit reports, including written Variances of Requirements, to the Owner for filing. The Owner will be responsible for payment of required permit fees and the costs of variances.

(iv) The Consultant shall provide an updated LEED or Sustainability Checklist and submit building energy modeling calculations (lighting, HVAC, building envelope, etc.), and other documentation to the Owner for review and comment, to determine whether the targeted sustainability goals and building permit requirements of the City of Austin will be met.

(v) Consultant shall provide one (1) printed set and one (1) electronic editable pdf format copy, and if requested by Owner five (5) renderings and three dimensional illustrations of the proposed Construction Documents (review sets) at the Consultant's expense, for Owner's review and comment at the 90% and 100% CD phase, prior to reproducing copies for bidding purposes.

(vi) The Consultant shall provide to the Owner a written Opinion of Probable Construction Cost, Class 1 estimate (as described in the AACE International Recommended Practice No. 18R-97) based upon prevailing market conditions within one week from date of submittal of bid documents. Submit one (1) electronically editable copy of the final 100% Construction Documents for bid to the Owner. If the estimated construction cost exceeds the Fixed Construction Budget as established in Section III, the Consultant shall consult with the Owner as to what action is to be taken.

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(vii) The Consultant shall provide Owner with written recommendations, including Consultant's recommended changes in scope or quality to reduce the construction cost, and a description of any recommended bid alternates. If the Owner requires revisions to the Project scope and/or bid alternates to reduce the Project construction cost as required to stay within the Fixed Construction Budget, the Consultant shall, at no additional cost to the Owner, make such revision to the Project construction documents.

(viii) Following the return of marked up Construction Documents (or separate comment list) from the Owner, the Consultant shall make final modifications and corrections to Construction Documents as called to the Consultant's attention by the Owner; the Consultant shall resubmit corrected Construction Documents to the Owner in the same format and number prescribed in 1.E.2.c.(vi), for review and comment. If implementation of the Owner's review comments will have an adverse effect (schedule, budget, safety or other) on the Project, the Consultant shall immediately notify the Owner in writing with an explanation of such adverse effect; the Owner shall respond to the Consultant's comments in writing.

(ix) Final Bid Documents, which incorporate the Owner's comments described in 1.E.2.c.(vii), will be furnished to the Owner within seven (7) calendar days prior to advertising the Project for bids. Submit to the Owner one (1) electronic PDF format copy.

(x) Acceptance of the Construction Documents by the Owner will not constitute nor be deemed a release of the responsibilities and liability of the Consultant for the accuracy and competency of its designs, Drawings, Specifications or other documents and services performed under this Agreement. No approvals or acceptance by or on behalf of the Owner will be deemed an assumption of such responsibility by the Owner for any defect, error or omission in said designs, Drawings, Specifications or other documents prepared by the Consultant. The Consultant agrees at its own expense to rework documents as necessary to correct its designs, Drawings, Specifications or documents found to be in error.

(xi) Unless otherwise stipulated, the Consultant shall, upon completion of Construction Documents, provide drawings for the Owner's use in publicizing the Project. Drawings will be 8-1/2" X 11" electronic pdf format, and, if requested by Owner, one (1) electronic pdf renderings and three dimensional illustrations of the following: (1) location map; (2) floor plan(s) naming major spaces and noting the total square footage; (3) major building elevation; and (4) site plan.

d. The Consultant shall, following the Owner's approval of the Construction Documents and the Class 1 estimate, assist the Owner in determining what additional information on Contractor qualifications may be required to be submitted by the bidders with their bids. The Consultant agrees that the Owner may post the Consultant's Bidding Documents on-line for bidding purposes.

e. For all Phase B services, the Consultant must design for compliance with the applicable laws, rules, and regulations of City, State and federal governments. The Consultant must request variances or waivers of any such requirements as appropriate.

f. For all Phase B services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

g. For all Phase B services, the Consultant shall provide all required QCP documentation.

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h. For all Phase B services, the Consultant shall provide two (2) ½ size set of drawings and One (1) electronic copy of the 30%, 60%, 90% and 100% design packages in accordance with Attachment 7 – Design Package Completeness Checklist for review and comment.

i. The Consultant shall respond with appropriate and agreed actions to comments from the Owner's quality assurance and risk management review staff.

3. Phase C: Bid-Award-Execution Phase Services

If authorized by Owner, the Consultant shall perform the Phase C services as described below and in Attachment 5 (RAP) and Attachment 6 (Maximum NTE Contract Amounts by Phase):

a. Only if requested by Owner, the Consultant shall assist the Owner in the advertisement of the Project for construction bids. Consultant services may include distributing bid documents, maintaining a record of bid document issuance and receipt, and receiving bid document deposits. Bid deposit checks shall be made payable to the Owner and those deposits not returned to bidders shall be given to the Owner.

b. The Consultant shall participate in or conduct a pre-bid conference, prepare addenda, and attend bid opening.

c. Following the Owner's receipt of bids and bidders' post-bid information, the Consultant shall assist the Owner in analyzing Contractor bids and qualifications. The Consultant shall furnish to the Owner a recommendation regarding the responsibility of the bidder(s) within seven (7) calendar days following bid opening. Should the apparent lowest responsible bidder's construction cost of the Project (or component thereof) be greater than the Fixed Construction Budget (or appropriate portion thereof) and the Owner elects not to award the Project (or component thereof) construction contract, the Consultant will consult with the Owner to determine revisions to the Project to reduce the Project cost as required to stay within approved or authorized cost limitations. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner, unless the Owner finds, after consultations with the Consultant, that unforeseeable changes in market conditions materially affected the bids.

d. The Consultant shall prepare a conformed (construction) set of contract documents that incorporates all addenda, alternates and clarifications to both the Project Manual and the Plans. The Consultant shall submit a pdf of the conformed Project Manual and Plans to the Owner prior to City Council award of the construction contract.

e. For all Phase C services, the Consultant shall follow the accepted schedule and meet all milestone requirements specified in the Project RAP.

f. For Projects requiring LEED certification, Consultant shall submit "Design Phase Submittal" to LEED online within 30 days after construction notice-to-proceed.

4. Phase D: Construction Phase Services

If authorized by Owner, the Consultant shall perform the Phase D services as described below and in Attachment 5 (RAP) and Attachment 6 (Maximum NTE Contract Amounts by Phase):

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a. The Consultant will be the Owner's Representative during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor will be forwarded through the Consultant. The Consultant will have authority to act on behalf of the Owner only to the extent provided in this section 4, Phase D: Construction Phase Services.

b. The Construction Phase will commence with the construction contract execution and will terminate on the date of final completion of the construction Project, based on the completion milestone established for the construction Contract Time. The expiration date includes any time extensions granted to the Contractor by the Owner, but in no case will time extensions exceed the approved Project Resource Allocation Plan (RAP)**.**

c. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Consultant shall administer the construction contract as set forth below and, in the Owner's, General Conditions of Agreement.

d. The Consultant shall participate in and document the proceedings of the preconstruction conference.

e. The Consultant shall attend regular construction meetings scheduled to occur, but no less than biweekly, plus special meetings as they are deemed necessary and provide written reports to Owner after each construction meeting to keep the Owner informed of the progress of work

(i) Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

(ii) Keep records of construction progress and schedules and advice contractor and Owner of any substantial deviations from the schedule which could delay timely completion of the Project.

f. The Consultant shall visit the site to observe the progress and quality of the Work and to determine in general, if the Work is being performed in manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) know deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Consultant's visits to the site shall be at intervals appropriate to the stage of construction, but in no case less than biweekly (every other week). The Consultant shall record observations made on each site visit and shall submit a written report to the Owner within five (5) calendar days of the end of the work week of the observations or the report will be considered late. As stated in subsection V.B.3, the Owner may withhold payment until the reports are received.

(i) In addition, the Consultant's subconsultants shall visit the site at appropriate stages, but no less frequently than once per month, during the Work related to subconsultant' s area of specialty, shall record observations made on each job site visit and shall submit reports to the Consultant to be incorporated in the Consultant's reports to the Owner. The Consultant's subconsultants shall also attend those progress meetings when the Contractor's Application for Payment includes requests for areas of Work related to their discipline.

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g. The Consultant shall review and certify the amounts due to the Contractor's Application for Payment, based on Consultant's observations on site, evaluate the request, and recommend to Owner the amount to be paid to the Contractor.

h. The Consultant's approval signature on the Application for Payment constitutes a representation by the Consultant to the Owner that the work is proceeding in general accordance with the Contract Documents, and that the Contractor has progressed to the construction schedule point indicated and is entitled to payment in the amount certified. The Consultant is not responsible for work that is the Contractor's responsibility as defined in the Contractor's contract with the Owner.

i. The Consultant's approval signature on the Application for Payment constitutes a representation by the Consultant to the Owner, to the best of Consultant's knowledge, information and belief, that the work is proceeding in general accordance with the Contract Documents, and that the Contractor has progressed to the construction schedule point indicated and is entitled to payment in the amount certified.

j. The Consultant shall provide a draft response to the Owner for review and comment within seven (7) calendar days (unless the Owner grants a time extension), to all requests for information, claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents. After acceptance by Owner, Consultant shall provide to the Construction Contractor the interpretations and decisions in written form, accompanied by signed and sealed drawings as appropriate.

k. If any work does not conform to the Contract Documents, the Consultant shall, within 24 hours of the Consultant's observation, recommend the rejection of any such work to the Owner in writing. At any point during the Construction Phase, the Consultant may recommend that the Owner require special inspection or testing of the Work in accordance with the provisions of the Contract Documents.

l. The Consultant shall review and take other appropriate action upon Contractor submittals such as Shop Drawings, product data and samples following the requirements in the City Front End documents. The Consultant shall provide a written response to the Contractor (a copy to Owner) within seven (7) calendar days (unless a time extension is granted by the Owner) to avoid a delay in the work.

(i) The Consultant's review is for the limited purpose of confirming conformance with information given and the design concept expressed in the Contract Documents. The Consultant is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the Owner.

(ii) Unless otherwise specifically stated by the Consultant, the Consultant's review will not constitute approval of safety precautions, construction means, methods, techniques, sequences or procedures.

(iii) The Consultant may rely upon professional certifications of performance characteristics of materials, systems or equipment if such certifications are required by the Contract Documents.

(iv) The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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m. The Consultant shall prepare Change Order documentation for the Owner's approval and execution in accordance with the Construction Contract Documents. The Consultant will recommend to the Owner accepting minor changes in the Work which are consistent with the intent of Contract Documents, but do not involve an adjustment to the Contract Amount or an extension of Contract Time. The Owner shall review the recommendation and if acceptable issue a Field Order to the Contractor.

n. Upon receipt of Contractor's notification that the Work has been substantially completed, the Consultant and its subconsultants shall work with the Contractor to determine if the Project is ready for the Owner's inspection within seven (7) calendar days unless the Owner approves a time extension. The Consultant shall provide written notification to the Owner that the Work has been substantially completed and is ready for the Owner's inspection. The Owner shall schedule an Owner inspection to be attended by the Consultant and its subconsultants.

(i) Within twenty-four (24) hours of the Owner's inspection, the Consultant shall provide the Contractor a draft written punch list of items that need to be addressed prior to the Final Completion date specified in the construction contract. The Consultant shall provide the Contractor a final written punch list within three (3) calendar days of the Owner's inspection.

(ii) If requested by Owner, Consultant shall prepare and issue a Certificate of Substantial Completion no later than three (3) calendar days after the contract requirements for substantial completion have been met.

o. The Consultant shall review all warranties, guarantees, bonds, equipment operating instructions, and similar required material and documents for general compliance with the Contract Documents and shall present them to the Owner. Upon receipt of Contractor's written notice that the Work is ready for final inspection and acceptance and receipt of a final Application for Payment from the Contractor, the Consultant shall make an on-site review within seven (7) calendar days. When the Work is found to be acceptable by the Owner, the Consultant shall, within seven (7) calendar days, sign the final Application for Payment signifying that the Work has been completed in general accordance with the terms and conditions of the Contract Documents and that final payment is due the Contractor.

p. For all Phase D services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

q. Construction Project Representation beyond Basic Services

(i) If the Owner and Consultant agree that more extensive representation at the site is needed, the Consultant shall provide one or more Project Representatives to assist the Consultant in carrying out such responsibilities at the Project or work site. The Project RAP must be revised accordingly.

(ii) Such Project Representatives will be selected with the written approval of the Owner, employed and directed by the Consultant, and the Consultant will be compensated as mutually agreed between the Owner and the Consultant.

5. Phase E: Post-Construction Phase Services

If authorized by Owner, the Consultant shall perform the Phase E services as described below and in Attachment 5 (RAP) and Attachment 6 (Maximum NTE Contract Amounts by Phase):

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a. The scope of assistance referenced in this Section 5 will include, but not be limited to, the following: (1) producing Construction Record Documents for the Owner: (2) notifying the Contractor of defective Work and requesting corrective action; (3) preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies; and (4) meeting with the Contractor at the Project site or other local places when requested by the Owner.

b. Upon receipt from the Contractor of details of deviations from Contract Documents, Consultant shall produce Record Documents for the Owner's use within thirty (30) calendar days. The Consultant will ensure that the record drawings of construction incorporate all compiled change orders, change directives, and field orders. The Consultant will ensure that a Professional Architect's seal is affixed and signed on each document, stamped and identified as "Record Documents", that signifies the recorded changes have been transferred.

(i) The Consultant shall submit electronic files of Project drawings that are considered Record Documents to Owner on CD-ROM or other comparable durable electronic media. Consultant shall include Computer-Aided Design electronic files of Record Documents in a format usable by the Owner (e.g. AutoCAD or Revit files) as well as a pdf copy, signed and sealed by the Consultant.

(ii) For Projects that include improvements or modifications to Owner's Austin Water Utility system or facilities, drawings included in the Record Documents will include all dimensions and calculations in English units.

(iii) For Projects that include improvements or modifications to facilities or resources owned by the Austin Water Utility, the Consultant shall provide the Owner updated Asset Retirement Request Form(s) based on Project as-built drawings. For Projects involving new taggable assets, the Consultant shall also provide to Owner an updated list of new assets installed or delivered as part of the Project. These form(s) and information will be provided to Owner at the time of the as-built submittal.

c. Under Basic Services, the Consultant shall assist and represent the Owner through the post-construction period on matters involving defective Work. The Consultant shall communicate with and assist the Contractor as necessary to correct all deficiencies within seven (7) calendar days of notification by the Consultant for a specific correction.

d. The Consultant shall require its subconsultants to provide assistance as necessary during the post-construction period stipulated in the approved Project Resource Allocation Plan (RAP).

e. The Consultant shall perform an on-site review of the Work, accompanied by its subconsultants, no less than thirty (30) calendar days before the one-year anniversary of the date of Substantial Completion. Based on the site review, the Consultant shall prepare, within seven (7) calendar days, a list of items needing correction and direct the Contractor to resolve them within a specified time frame. After determining that deficiencies have been corrected, the Consultant shall so notify the Owner in writing within seven (7) calendar days. This notification by the Consultant does not release the Contractor from its responsibilities set forth in the Contract Documents and will not be construed as an implied or express warranty or representation by the Consultant that there are no other deficiencies on the Project.

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f. Under Basic Services, the Consultant and its subconsultants agree to provide Post-Construction Phase services as specified in the approved Project RAP. The Consultant shall provide accounting for time expended under Basic Services at the time these services are provided. Additional time for extended warranty period services not included in Basic Services will be considered Additional Services in accordance with Subsection 1.E.6 and paid for in accordance with the RAP.

g. For all Phase E services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

h. For Projects that require LEED certification, submit "Construction Phase Submittal" within 30 days of Certificate of Occupancy.

SECTION II - OWNER'S RESPONSIBILITIES

Insert the following language:

B. The Owner may provide, or pay Consultant for Consultant to provide, surveys describing physical characteristics, legal limitations for the site of the Project, and a written legal description of the site, as specified in Exhibit A – Description of Project. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other special data or conditions. The Consultant may reasonably rely upon such information in the performance of their services under this Agreement unless Consultant's on-site review shows encroachments or other legal impediments.

C. The Owner may provide for, or pay Consultant for Consultant to provide for, the services of soil engineers or other subconsultants when such services are deemed necessary by the Consultant and have the Owner's written concurrence, as specified in Exhibit A – Description of Project. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

SECTION III - FIXED CONSTRUCTION BUDGET

Insert the following subparagraph III.A.1

1. For PER Assignments or if the Project Fixed Construction Budget will be determined prior to Design Phase.

SECTION V - COMPENSATION

Insert the following subparagraph V.A.1.b(i)

(i) *Basic Compensation*

The total amount of compensation to be paid the Consultant will not exceed **Ninety-Two Thousand Three Hundred Eighty-Four Dollars and One Cents ($92,384.01)**

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Add items V.A.2.a et seq

a. *Stipulated Sum*

For Basic Services, as described in Subsection I.E., is as follows:

(i) The Stipulated Sum includes all labor, overhead, and profit necessary to perform the requested services. Payments will be made on the basis of the proportion of services performed for each phase.

(ii) Phases of services and percentages of the total Basic compensation payable per Phase will be included in the approved RAP.

SECTION VI - INSURANCE REQUIREMENTS

Insert subparagraph VI.A.2.g. & h.

g. Products/Completed Operations Liability for the duration of the warranty period.

h. If the project involves digging or drilling, Explosion, Collapse, and Underground (XCU) coverage.

Insert subparagraph VI.A.4.a:

a. Consultant's Professional Liability Insurance with a minimum limit of $**1,000,000.00** per claim and in aggregate. The Consultant shall provide a discovery period on professional liability policies that is commensurate with the warranty period of the project.

SECTION XI MISCELLANEOUS PROVISIONS

Insert subparagraph XI.G.1.a:

a. Notices shall be addressed as follows (or as amended in writing in the future):

Mailed Notices to Owner:

Capital Contracting Office
City of Austin
P.O. Box 1088
Austin, Texas 78767

Hand Delivered Notices to Owner:

Capital Contracting Office
City of Austin
505 Barton Springs Road, Suite 1045A
Austin, Texas 78704

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Mailed Notices to Consultant:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, Texas 78752

Hand Delivered Notices to Consultant:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, Texas 78752

END

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EXHIBIT A – DESCRIPTION OF PROJECT

Solicitation Number: CLMP286
Project Name: Branch Library Interior Renovations

PROJECT FOR:

CITY OF AUSTIN (CITY), AUSTIN PUBLIC LIBRARY (APL), THROUGH ITS CAPITAL CONTRACTING OFFICE (CCO)

PROJECT TITLE:

BRANCH LIBRARY INTERIOR RENOVATIONS

OBJECTIVES OF THE PROJECT:

The City of Austin Public Library Department (APL) has selected a qualified Consultant to provide planning and design services for five renovated improved branch libraries (Old Quarry, Little Walnut Creek, Manchaca, Willie Mae Kirk, and St. John).

The work requires project designs that are reflective of the emerging architectural styles of our region and sympathetic to the local environment, and fully supportive of the role that branch library must fulfill for its community. The Consultant must exhibit sensitivity to the City initiatives including citizen participation in the design processes, Art in Public Places, and project team participation by minority and women-owned businesses.

The Consultant shall demonstrate a high aptitude for renovation, re-roofing planning, and design at a scope and scale comparable to these five projects. The Consultant shall clearly delineate the degree to which their firm and project personnel were instrumental in previous renovation projects, and how those experiences translate to these five projects.

BASIC SERVICES:

The five projects consist of interior and exterior improvements to five branch libraries. The work consists of selective demolition of existing carpet and base for reclamation, gypsum drywall assemblies, mechanical assemblies and electrical work. The work may involve miscellaneous asbestos abatement. The new construction consists of new interior finishes, flooring, lighting, plumbing fixtures, and furniture. The exterior work will involve replacement of the existing landscape. Sustainability and American with Disabilities Act (ADA) compliance requirements have been established as project goals for all five (5) projects.

- **Old Quarry Branch (8,300 SF):** The renovation of the Old Quarry Branch Library will include the replacement of the deteriorated exterior/interior finishes, furniture and equipment, along with restoration of the site's landscaping.

- **Little Walnut Creek Branch (11,000 SF):** The renovation of the Little Walnut Creek Branch Library will include the replacement of the standing seam roof, and extending the life of the

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existing roofing system (20-Years warranty) rebuilding the ADA Ramp, deteriorated exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping.

- **Manchaca Branch (14,500 SF):** The renovation of the Manchaca Branch Library will include extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping. In addition, the work requires Building Commissioning (Cx) Agent to assist ACFS with refining HVAC functional requirements and system testing.

- **Willie Mae Kirk (10,000 SF):** The renovation of the Willie Mae Kirk Branch Library will include the replacement of the deteriorated exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping, to repurpose the facility as a technology-rich center-rich Learning Center.

- **St John Branch (7,536 SF): Th**e renovation of the St John Branch will include the replacement of the deteriorated exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping.

Consultant services which may be required include but are not limited to:

Phase A: Preliminary Phase

- Information gathering meeting with key stakeholders to collect requirements: provide presentations with renderings (3D Perspective view)
- Existing conditions analysis (including structural, mechanical, electrical, plumbing, life safety systems, and sustainability requirements)
- Quality Control Plan
- Permitting process and determination of applicable building and fire codes
- Public engagement
- Scope definition and clarification
- Preliminary schedule
- Develop preliminary project budget and its analysis
- Preliminary reports (including preliminary engineering)
- Meeting minutes
- Feasibility / alternatives study
- Assessments needed (i.e. ADA upgrade, structural issues, etc.)
- Construction market analysis

Phase B: Schematic Design Phase

Schematic Design:

- Schematic design with presentations and renderings (3D Perspective view)
- Cost estimating
- Sustainability checklist

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Design Development:

- 30%, 60%, 90%, and 100% Design drawings
- Construction documents
- Building energy calculations
- Update cost estimating
- Design development
- Preparation of solicitation documents
- Presentation to boards and committees
- Obtain permits (building and site) and identify variances
- Preliminary furniture, fixture and equipment (FF&E)
- Confirm LEED requirements with City of Austin Sustainability Department

Phase C: Bid-Award-Execution/Proposal Phase

- Prepare Construction documents and 100% Construction drawings
- Update cost estimating
- Update sustainability checklist
- Building permit
- Track LEED documentation
- Attend pre-bid/proposal conferences
- Develop addenda and clarifications
- Review bids

Phase D: Construction Phase

- Meeting minutes, agendas and sign-in sheets including Preconstruction Conference
- Weekly written reports
- Punch list / substantial completion
- Coordinate building permit approvals and Fire system approval with Contractor
- Attend all construction progress meetings
- Review contractor pay applications
- Review changes in the work (field orders, change orders (CO), and change directives)
- Review submittals/shop drawings and maintain the log/register of submittals
- Conduct final walk through

Phase E: Post-Construction/Warranty Phase

- Complete construction record documents
- Warranty process (11 months after substantial project completion)
- End of Year Warranty Report
- Prepare record drawings / as-build plans
- Attend closeout walk-through
- Project closeout support

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PROPOSED PROJECT SCHEDULE:

Phase A: Preliminary Phase – 4 months
Phase B: Design Phase – 9 months
Phase C: Bid-Award-Execution Phase – 6 months
Phase D: Construction Phase – 18 months
Phase E: Post-Construction/Warranty Phase – 12 months

MAJOR AND OTHER SCOPES OF WORK:

Below is a list of the major scopes of work that the City has identified for this project. In addition, the City has identified Other Scopes of work that MAY materialize during the course of the project. The City does not guarantee that the scopes listed under Other Scopes of work will materialize on this contract. If the prime consultant intends to enter into a subconsulting agreement on a scope of work not listed below, the prime consultant is required to contact SMBR and request an updated availability list of certified firms in each of the scopes of work for which the prime consultant intends to utilize a sub-consultant.

Major Scopes of Work

- Architectural Design Services
- Civil Engineering
- Structural Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering
- Cost Estimating

Other Scopes of Work

- ADA/Accessibility Consultant
- Public Information & Community Engagement
- Landscape Architecture
- Fire and Safety Services
- Sustainable Design/LEED Consulting
- Interior Design, Space Planning and Exhibits/Display
- Permitting Services, Environmental
- General Construction: Management, Scheduling, Cost Estimate

Notes:

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity. These services will be performed in-house or under a separate contract, if needed, and will be determined when project assignment is made.

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- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from future contracting opportunities with the City.

- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final

- A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Design and Construction phase.

- Please review the City of Austin's Public Participation Principles

  (http://austintexas.gov/page/public-particpation-principles)

CITY OF AUSTIN PUBLIC PARTICIPATION PRINCIPLES:

Accountability and Transparency
The City will enable the public to participate in decision-making processes by providing clear information on the issues, the ways to participate, and how their participation contributes to the decision.

Fairness & Respect
The City will maintain a safe environment that cultivates and supports respectful public engagement and will expect participants to do so in turn.

Accessibility
The City will respect and encourage participation by providing ample public notice of opportunities and resources and accommodations that enable all to participate.

Predictability & Consistency
The City will prepare the public to participate by providing meeting agendas, discussion guidelines, notes, and information on next steps.

Creativity & Community Collaboration
(Inclusivity and Diversity)
The City will use innovative, proven, and customized engagement solutions that are appropriate to the needs of the projects and the participants.

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Stewards of Resources

The City will balance its commitment to provide ample opportunities for public involvement with its commitment to delivering government services efficiently and using City resources wisely.

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FORM 3A
PRIME FIRM'S EEO PROGRAM

Solicitation Number: CLMP286

Project Name: Branch Library Interior Renovations

City of Austin, Texas

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2, and the City's Non-Retaliation Policy as reiterated below:

A. **Chapter 5-4. Discrimination in Employment by City Contractors, Section 4-2**: As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory or retaliation employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

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(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

B. **Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy:** For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

(1) *As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

(2) *The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

(3) *The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.*

Further, employees who experience discrimination, retaliation, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON- RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

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C. Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

D. Term:

The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

END

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FORM 3B
APPENDIX A OF TITLE VI ASSURANCES

Solicitation Number : CLMP286

Project Name : Branch Library Interior Renovations

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations: The contractor (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally- assisted programs of the Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 40 C.F.R. part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto, and will permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor will so certify to the Recipient, or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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(a) withholding of payments to the contractor under the contract until the contractor complies, and or

(b) cancelling, terminating or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, that if a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States. (DOT 1050.2A, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013.)

END

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FORM 3C
APPENDIX E OF TITLE VI ASSURANCES

Solicitation Number: CLMP286

Project Name: Branch Library Interior Renovations

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP).
12. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(DOT 1050.2a, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013)

END

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Appendix A

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and prior to the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goal(s)	
Project Name	Branch Library Interior Renovations
Solicitation Number	RFQS 6100 CLMP286

Project Goal(s) or Subgoals	
Combined MBE/WBE	
MBE	
African American	1.90
Hispanic	9.00
Asian/Native American	4.90
WBE	15.80

Section II — Proposer Company Information		
Company Name	MWM DesignGroup, Inc.	
Address	305 E. Huntland Drive, Suite 200, Austin, Texas 78752	
City, State Zip	Austin, Texas 78752	
Phone	512.797.5938	
Email	juliah@mwmdesigngroup.com	Fax 512.453.1734
Name of Contact Person	Julia M. Harrod, PE, F.NSPE, President	
Is your company a registered Vendor with the City of Austin?	Yes [X] No [ ] *If yes, provide Vendor Code* MAR3044500 If No, please note: All vendors; Subconsultants and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.austintexas.gov/financeonline/account_services/search/	
Is your company COA M/WBE certified?	Yes [X] No [ ] *(If yes, please indicate:)* Female/Caucasian MBE [ ] WBE [X] MBE/WBE [ ] AA [ ] H [ ] A/N [ ] WBE [X] Joint Venture [ ]	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Julia M. Harrod, PE, F.NSPE, President
Name and Title of Authorized Representative

Signature

December 10, 2019
Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Proposer ***HAS*** [X] ***HAS NOT*** [ ] *complied as per the City Code Chapter 2-9A through GFE.*

Reviewing Counselor _____ Date 12/16/19

I have reviewed this Compliance Plan and have found the Proposer ***COMPLIANT*** [X] ***NON-COMPLIANT*** [ ]

Director /Assistant Director/ Designee _____ ~~Date~~ 12/17/19

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Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VI, fill in all blanks (if applicable).
- For project participation use an EXACT percentage calculated to the two digital decimal number.
- Goal(s) percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified MBE/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal(s) of the solicitation met? Yes ☒ No ☐ *(If no, attach documentation of Good Faith Efforts)*

PROPOSED PARTICIPATION GOAL(S)

Use this section to calculate participation.
Include all details including the total percentage for each category where applicable.

MBE/WBE Solicitation Goal(s)(s)		Proposer Participation Goal(s)
African American	1.90	1.9 %
Hispanic	9.00	9.0 %
Asian/Native American (Combined)	4.90	4.9 %
WBE	15.80	4.0 %
MBE		15.8 %
MBE/WBE Combined		19.8 %
Non-Certified		0.0 %
1) Total Subconsultants Percentages		19.8 %
2) Proposer's Own Participation **(less any subcontracted amount)** Are you counting your own participation toward the goal(s)? **(if yes, indicate below)** ☐ MBE ☒ WBE ☐ AA ☐ HIS ☐ N/A ☐		80.2 %

Aggregate Percentage Amount (*Subconsultant (s) % (1) + Proposer (2) %*) = 100.0 = **100%**

For SMBR Use Only:

Verified participation for each category: 84.20

African-American 1.90 % **Hispanic** 9.00 % **Asian/Native American** 4.90 % **WBE** Prime+Subs %

MBE _____ % **WBE** _____ % **Combined MBE/WBE** _____ %

Prime 82.20 % **Non-Certified** 0.00 %

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Appendix A

Section IV — Disclosure of MBE and WBE Subconsultants
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Provide the name and vendor code of each MBE/WBE certified Firm listed in Section IV, V, and VI, as registered with Austin Finance Online.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal(s).
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Encotech Engineering Consultants, Inc.	
City of Austin Certification Information	[X] MBE [ ] WBE AA [ ] H [ ] A/N [X]	
Vendor Code	ENC1735650	
Address/ City / State / Zip	8500 Bluffstone Cove, #B-103, Austin TX 78759	
Contact Person & Phone #	Ali Khataw	512.338.1101
Fax & Email Address	512.338.1160	ali.khataw@eec-tx.com
Commodity Code(s)	92531	
Commodity Code(s) Description(s)	Electrical Engineering	
Percentage of Subcontract	4.9 %	

Name of MBE/WBE Certified Firm	Jose I Guerra, Inc	
City of Austin Certification Information	[X] MBE [ ] WBE AA [ ] H [X] A/N [ ]	
Vendor Code	GUE2157000	
Address/ City / State / Zip	2401 S IH-35 Ste 210, Austin TX 78741-3823	
Contact Person & Phone #	Rick Guerra	512.445.2090
Fax & Email Address	512.445.2099	rguerra@guerra.com
Commodity Code(s)	92588	
Commodity Code(s) Description(s)	Structural Engineering	
Percentage of Subcontract	8.0 %	

Name of MBE/WBE Certified Firm	Baer Engineering and Environmental Consulting, Inc.	
City of Austin Certification Information	[ ] MBE [X] WBE AA [ ] H [ ] A/N [ ] F/Caucasian	
Vendor Code	BAE7086810	
Address/ City / State / Zip	7756 Northcross Drive, Suite 211, Austin, Texas 78757	
Contact Person & Phone #	Therese M. Baer, P.E.	512.453.3773
Fax & Email Address	877.283.9597	tbaer@baereng.com
Commodity Code(s)	92535, 91843	
Commodity Code(s) Description(s)	Environmental Engineering, Environmental Consulting	
Percentage of Subcontract	1.0 %	
Name of MBE/WBE Certified Firm	Adisa Public Relations	
City of Austin Certification Information	[X] MBE [ ] WBE AA [ ] H [ ] A/N [ ] F/African American	
Vendor Code	ADI18313185	
Address/ City / State / Zip	1033 La Posada Dr., Ste. 220 Austin, TX 78752	
Contact Person & Phone #	Shuronda Robinson 512.472.6112 x1	
Fax & Email Address	NA	srobinson@makingthingsclear.com
Commodity Code(s)	91573, 91826	
Commodity Code(s) Description(s)	Public Information Services| Communications: Public Relations Consulting	
Percentage of Subcontract	1.9 %	

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Appendix A

Section IV — Disclosure of MBE and WBE Subconsultants
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Provide the name and vendor code of each MBE/WBE certified Firm listed in Section IV, V, and VI, as registered with Austin Finance Online.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal(s).
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Project Cost Resources	
City of Austin Certification Information	☐ MBE ☒ WBE AA ☐ H ☐ A/N ☐	
Vendor Code	PRO7148615	
Address/ City / State / Zip	410 West Grand Parkway South, S-390, Katy, TX 77494	
Contact Person & Phone #	Belinda Williams	281.497.4171
Fax & Email Address	N/A	bwilliams@pcrcost.com
Commodity Code(s)	96121	
Commodity Code(s) Description(s)	Cost Estimating	
Percentage of Subcontract		1.0 %

Name of MBE/WBE Certified Firm	Altura Solutions, LP	
City of Austin Certification Information	☒ MBE ☐ WBE AA ☐ H ☒ A/N ☐	
Vendor Code	ALT8322417	
Address/ City / State / Zip	4214 Medical Parkway, #201, Austin, TX 78756	
Contact Person & Phone #	Jesus Lardizabal	512.410.7059
Fax & Email Address	N/A	jel@alturalp.com
Commodity Code(s)	91825	
Commodity Code(s) Description(s)	Compliance Consulting, American Disability Act (ADA)	
Percentage of Subcontract		1.0 %

Name of MBE/WBE Certified Firm		
City of Austin Certification Information	☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Code(s)		
Commodity Code(s) Description(s)		
Percentage of Subcontract		%
Name of MBE/WBE Certified Firm		
City of Austin Certification Information	☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Code(s)		
Commodity Code(s) Description(s)		
Percentage of Subcontract		%

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Appendix A

Section V — Disclosure of Non-Certified Subconsultants
Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names and vendor codes of each Second-Level Subconsultant, as registered with the City of Austin.

Are Goal(s) Met? Yes [X] No [ ] If no, state reason(s) below and attach supporting documentation:

Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
Reason Certified Firm not used	
Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
Reason Certified Firm not used	
Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
Reason Certified Firm not used	
Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First-Level Subconsultant	
Reason Certified Firm not used	

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Appendix A

Section VI — Disclosure of Second-Level Subconsultants
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First Tier Subconsultant	
Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First Tier Subconsultant	
Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First Tier Subconsultant	
Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First-Level Subconsultant	

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Attachment 1 – Key Personnel

Legal Name of Firm	Titles	Name and Certification
MWM DesignGroup	**Project Principal**	**Julia Harrod,** Tex. Eng. 82663
MWM DesignGroup	**Project Manager**	**W. Owen Harrod,** Tex. Arch. 16346
MWM DesignGroup	**Project Professional**	**Mary Franzosa,** Tex. Arch. 22359
Encotech Engineering Consultants	**Principal**	**Ali Khataw**
Jose I. Guerra	**Principal**	**Rick Guerra**
Baer Engineering and Environmental	**Principal**	**Therese Baer**
Adisa Public Relations	**Principal**	**Shuronda Robinson**
Project Cost Resources	**Principal**	**Belinda Williams**
Altura Solutions	**Principal**	**Jesus Lazardibal**

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Attachment 2 – Request for Changes of Key Personnel

CITY OF AUSTIN
Capital Contracting Office
REQUEST FOR CHANGES OF KEY PERSONNEL

NAME OF ROTATION LIST OR STAND ALONE PROJECT AND CONTRACT #:	
PRIME CONSULTANT:	Firm Name:
SUBCONSULTANT, if applicable:	Firm Name:
ADDED KEY PERSONNEL **ATTACH:** • **Qualifying resume** • **Appropriate experience form (Form 7, 8, 9)** • **Key Personnel Request for Hourly Rate Approval Form**	Personnel Name: Title: Loaded Hourly Rate: Registration or License #:
REMOVED KEY PERSONNEL	Personnel Name: Title: Loaded Hourly Rate: Registration or License #:
REASON FOR CHANGE:	

PRIME CONSULTANT PRINCIPAL OR AUTHORIZED CONTRACT SIGNATORY:

_____ _____
Name (Please Print) Signature

_____ _____
Title (Please Print) Date

*****CITY OF AUSTIN ONLY*****

Contract Sponsor Approval

_____
Name

_____
Signature Date

Project Manager Approval

_____
Name

_____
Signature Date

CCO Procurement Approval

_____
Name

_____
Signature Date

CCO Contract Development & Admin Approval

_____
Name

_____
Signature Date

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Attachment 2 – Request for Changes of Key Personnel

NOTE: File in Contract File

EXPERIENCE OF PROJECT MANAGER (WITHIN TIMEFRAME REQUIRED IN RFQ) Form 7
Project Name:
==========

Firm Name: _____

Project Manager: _____ Current Years of Experience: _____

Experience (Note experience relevant to the contract.):_____

(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

EXPERIENCE OF PROJECT PROFESSIONAL (WITHIN TIMEFRAME REQUIRED IN RFQ) Form 8
Project Name:

Firm Name: _____

Project Principal: _____ Current Years of Experience: _____

Experience (Note experience relevant to the proposed contract.):_____
(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____
Firm Name Work Performed Under: _____
Year Completed: _____ Construction Cost: _____
Client or Owner's Representative: _____
Title of person named above: _____
Address of person named above: _____
Phone number of person named above: _____
Project Description: _____
Work performed by Individual: _____

Project #2 Name/Location: _____
Firm Name Work Performed Under: _____
Year Completed: _____ Construction Cost: _____
Client or Owner's Representative: _____
Title of person named above: _____
Address of person named above: _____
Phone number of person named above: _____
Project Description: _____
Work performed by Individual: _____

Project #3 Name/Location: _____
Firm Name Work Performed Under: _____
Year Completed: _____ Construction Cost: _____
Client or Owner's Representative: _____
Title of person named above: _____
Address of person named above: _____
Phone number of person named above: _____

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Attachment 2 – Request for Changes of Key Personnel

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

EXPERIENCE OF PROJECT PRINCIPAL (WITHIN TIMEFRAME REQUIRED IN RFQ **Form 9**
Project Name:

==========

Firm Name: _____

Project Engineer: _____

(List name as shown on registration with the Texas Board of Professional Engineers (TBPE)

Registration No.: _____ Year of Registration: _____ Current Years of Experience: _____

(Note experience relevant to the proposed contract.):_____

(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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

ATTACHMENT 3

Date: 5 November 2020
Subject: Professional Services Agreement
Project: Branch Library Renovations
Owner: City of Austin
Contact: John Daniels, LEED AP BD+C
Address: Austin Public Library, City of Austin
635 North Pleasant Valley Road
Austin, TX 78702

Attn: Alison von Stein
CPD Project Manager

Proposal: F20-024

Enclosures: Attachment A: Breakdown of Fees – MWM DesignGroup and Team
Attachment B: Encotech Proposal
Attachment C: Jose I. Guerra Proposal
Attachment D: Altura Solutions Proposal
Attachment E: Project Cost Resources Proposal

The City of Austin has requested a proposal for professional services for Preliminary Design Services pertinent to the renovation of five Branch Libraries, which subprojects are summarized as follows (note that all areas listed below and in the following Attachments are approximate, and will be verified during the preliminary phases services authorized under this proposal):

Subproject ID# 11983.001
Old Quarry Branch 8,300SF

The work consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings and electrical work. New construction will include gypsum wall assemblies, toilet partitions, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting work, life safety systems, Library friendly hard surface flooring, and storefront window systems. The project may include miscellaneous asbestos abatement that will be managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals.

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Subproject ID# 12702.001
Little Walnut Creek 11,000SF

The renovation of the Little Walnut Creek Branch Library will include the replacement of the standing seam roof, and extending the life of the existing roofing system (20-Years warranty) rebuilding the ADA Ramp, renovation consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings, and electrical work. New construction includes gypsum wall assemblies, toilet partitions, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting work, life safety systems, and library friendly hard surface flooring. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals.

Subproject ID# 12704.001
Menchaca Road Branch 14,500SF

The renovation of the Menchaca Branch Library (Ordinance No. 20181004-058) will include extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement exterior/interior finishes, furniture and equipment. The work consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings and electrical work. New construction includes gypsum wall assemblies, electrical, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting work, toilet partitions, life safety systems, library friendly hard surface flooring, restoration of landscaping, revising entry/exit to parking lot, and enhancing pedestrian and vehicular safety. The project will include revising the name of the library from Manchaca Road Branch to Menchaca Road Branch, necessitating replacement of exterior and interior signage. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals. A 3rd party Building Commissioning (Cx) Agent will assist the Library with refining HVAC functional requirements and system testing.

Subproject ID# 11981.001
Willie Mae Kirk 10,869SF

The scope of this project will include replacing the worn interior and exterior finishes of a fifty three-year old facility to make it inviting and useful once again for the community it serves. The upgrade will likewise involve a retrofit of the location's obsolete furniture, fixtures and equipment. The work consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings and electrical work. New construction includes gypsum wall assemblies, toilet partitions, electrical, suspended acoustical ceilings,

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surface preparation and painting, new interior and exterior lighting work, life safety systems, library friendly hard surface flooring, and restoration of the site's landscaping. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals. The facility is eligible for recognition on the National Register of Historic Places. APL reserves the right to retain the services of a 3rd party Architectural Historian to make application to the Texas Historic Commission and National Register.

Subproject ID# 12703.001
Saint John Branch 7,536SF

The work of this project is comprised of varied improvements to an existing branch library located in a co-use facility. The work will allow for renovation and miscellaneous improvements to include selective demolition of existing carpet and base, drywall assemblies, suspended ceilings and electrical work. New construction includes gypsum wall assemblies, electrical, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting and other electrical work, life safety systems, and library friendly hard surface flooring. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals.

In order to assist the City in developing and budgeting a definitive scope of work for the project, MWM DesignGroup and its consultants (A/E) hereby proposes the following scope of professional services culminating in the preparation and submittal of an Architectural Design Program Narrative (ADPN) which will constitute the deliverable for this scope of work. The ADPN shall include sections addressing each of the five Branch Libraries is a discrete Subproject, with separate scope descriptions and budgets provided for each.

SUMMARY OF PROFESSIONAL SERVICES

Preliminary Phase Services

A/E shall evaluate the existing conditions of the five Branch Libraries and compile, from record drawings and localized field measurements, plans documenting the existing conditions of the building and sites. Evaluations shall include accessibility reviews of existing libraries which shall be correlated in the context of the proposed preliminary designs (see below) and included in the ADPN. Review shall include evaluation of existing mechanical, electrical, plumbing, and life safety systems, including the results of any earlier studies provided to A/E by Owner, and the preparation of engineering reports outlining existing conditions.

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In conjunction with the evaluations summarized above, A/E shall prepare a summary of additional technical studies, including geotechnical assessments, hazardous material assessments, structural evaluations, and building systems testing that should be included in the project design phase.

A/E shall conduct interviews with Owner and project stakeholders to confirm and prioritize programmatic and budgetary objectives for the project, addressing specifically Austin Public Library Core Departmental Functions in the context of each Branch Library.

A/E shall review with Owner the requirements of Council Resolution 20071129-045, shall consult with the City LEED/Sustainability Project Manager and prepare a recommended compliance strategy on the basis of the specific requirements of the project, specifically including recommendations for achieving sustainability goals on projects with budgets that do not reach the LEED Silver budgetary threshold.

A/E shall consult with regulatory officials having jurisdiction over the project (including, but not necessarily limited to, the City of Austin Building Plan Review and Planning and Development Review Departments) to verify regulatory constraints applicable to the project, including specifically verification of the permitting process and determination of applicable building and fire code provisions.

A/E shall prepare a preliminary project budget in consultation with Owner, and shall develop recommendations for project approaches, including scope verification and clarification, consistent with this budget (which shall provide the basis of the Fixed Construction Budget for the completion of the project). Budget shall be developed on the basis of a single construction contract for all five stations, solicited under a Competitive Sealed Proposal process.

A/E shall prepare, in consultation with the Owner, preliminary plans for each of the five branch libraries. Where there are, in A/E's opinion, viable alternative approaches or design solutions that would meet the Owner's programmatic and budgetary objectives, A/E shall provide an alternatives analysis outlining the costs and benefits associated with such alternative approaches.

A/E shall prepare the ADPN for the project, summarizing the findings of the investigations and consultations described above and including preliminary plans and associated cost projections and summaries of the work proposed for each for each of the five project sites. The section of the ADPN addressing the Little Walnut Creek Branch Library will consist of an update of the ADPN issued for this library by A/E in September 2017, revised to reflect current regulatory constraints and refined to recommend a single preferred solution consistent with the current project budget and program.

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A/E shall prepare, in coordination with Owner, an overall schedule for design, permitting, procurement and construction of the individual subprojects, for inclusion in the ADPN. Schedule will reflect the design, permitting, and construction of the five renovation projects in accordance with the Owner's 36-42 month project schedule, allowing 12 months for design and 24 months for construction.

ADPN shall include an executive summary with specific recommendation for each of the five branch libraries, including a summary of architectural, accessibility, roof, building system, structural and site improvements and a projection of corresponding design and construction costs broken out by Subproject.

Preliminary phase shall include not more than five coordination meetings (or virtual meetings, with the Owner and with stakeholders identified by the Owner). Minutes of these meetings shall be included in the ADPN.

Owner shall provide A/E with available record documentation of five project libraries (including plan sets already received by A/E for each of the libraries).

The services provided for this project presume compliance with applicable provisions of the City of Austin Building and Land Development Codes and the Texas Accessibility Standards. Consideration and/or preliminary negotiation of waivers or variances are not included as basic services.

All professional services will be provided by A/E in accordance with the General and Supplemental Terms and Conditions of the Professional Services Agreement between Owner and A/E, clarified as follows:

SCHEDULE OF COMPENSATION

The project shall be invoiced on the following basis.

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
TOTALS	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
Reimbursible Expenses (Allowance)		$ 250.00		$ -		**$ 250.00**
					TOTAL	**$ 92,384.01**

Total lump sum compensation for this phase, including reimbursable allowance, shall be $92,384.01.

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ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include, but are not limited to: acquiring certificates or abstracts of title; 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.

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:



MWM DesignGroup, Inc.

4 November 2020
Date

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MWM DesignGroup Fee Calculation

Page **Attachment A: Page 1 of 2**
Date **11/4/2020**
Project **Branch Library Renovations**

Professional Fees per Phase (see attached Backup)

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
TOTALS	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
Reimbursible Expenses (Allowance)		$ 250.00		$ -		**$ 250.00**
					TOTAL	**$ 92,384.01**

Subconsultant Fees per Phase (see attached Backup)

	Encotech		Jose I. Guerra	
	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	153.00	$ 22,480.46	54.00	$ 9,703.46
TOTALS	153.00	$ 22,480.46	54.00	$ 9,703.46
Reimbursible Expenses (Allowance)		$ -		$ -

	Altura Solutions		Project Cost Resources	
	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	48.50	$ 10,003.15	33.00	$ 5,409.68
TOTALS	48.50	$ 10,003.15	33.00	$ 5,409.68
Reimbursible Expenses (Allowance)		$ -		$ -

WORK PLAN

CITY OF AUSTIN	Solicitation No.		Branch Library Renovations																
Prime Firm Name	**MWM DesignGroup, Inc.**																MBE/WBE Certification Gender/Ethnicity		
Discipline Services Provided:	**Programming, Design, Construction and Post-Construction Phase Services**																		
	Personnel Title	**Principal**		**Project Architect**		**Sup. Arch. III**		**Sup. Eng. II**		**EIT II**		**Arch. Associate II**		**Admin. Spec. I**		**SUBTOTAL**	
2019 COA Approved Rates/Hr:		$305.10		$210.61		$155.33		$161.66		$129.65		$96.77		$72.83			
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
1	**Preliminary Programming**																
	Management (and Subconsultant Coordination)	1	$ 305.10	32	$ 6,739.52		$ -		$ -		$ -		$ -		$ -	33	$ 7,044.62
	Evaluation of Existing Libraries		$ -		$ -	24	$ 3,727.92	24	$ 3,879.84		$ -		$ -		$ -	48	$ 7,607.76
	Coordination with Stakeholders		$ -	4	$ 842.44	4	$ 621.32		$ -		$ -		$ -		$ -	8	$ 1,463.76
	Regulatory Coordination		$ -		$ -	8	$ 1,242.64	8	$ 1,293.28		$ -		$ -		$ -	16	$ 2,535.92
	Preparation of Preliminary Plans		$ -		$ -	8	$ 1,242.64		$ -	8	$ 1,037.20	80	$ 7,741.60		$ -	96	$ 10,021.44
	Preparation of ADPN		$ -	16	$ 3,369.76	40	$ 6,213.20	16	$ 2,586.56	24	$ 3,111.60		$ -	8	$ 582.64	104	$ 15,863.76
TOTAL		1	$ 305.10	52	$ 10,951.72	84	$ 13,047.72	48	$ 7,759.68	32	$ 4,148.80	80	$7,741.60	8	$582.64	305	$ 44,537.26

Preconstruction Costs/Supplies	**QTY**	**U/M**	**Amount**	**Total**
Outreach/Advertising				
eproduction Services				$ 250.00
ocument Storage				
onthly Office Supplies				
ostage/Special Shipping				
ourier Services				
	Sub Total			**$250.00**
verhead/Profit (not applied to prime firm's labor)	**1**	**LSUM**		
			TOTAL	**$ 44,787.26**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

MWM DesignGroup

CCO Approved Rate Period:
3/30/2020 -- 3/29/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Key Personnel	Julia Harrod, PE	PE#82663	**President / Project Principal/ QA/QC (MS 25+)**	**$305.10 /hr**
Key Personnel	Eduardo Mendez	RLS #5010	**Sr. Vice President / Project Principal - Surveying (41+)**	**$284.51 /hr**
Key Personnel	Owen Harrod	RA#16346 / LEED	**Project Architect (BS 30+) / PhD, AIA**	**$210.61 /hr**
Key Personnel	Brian Wells	PE#89517	**QA/QC (Design Operations Manager BS 20+)**	**$231.67 /hr**
Key Personnel	Imad Salem	PE#91141	**Project Manger (BS 22+)**	**$231.67 /hr**
Key Personnel	Tony Buonodono	PE#103439	**Project Manager / Team Supervisor (BS 14+ Mechanical)**	**$227.68 /hr**
Key Personnel	Mary Franzosa		**Project Architect / 14+ LEED, AIA**	**$155.33 /hr**
Key Personnel	David Cazares		**Project Manager / Landscape Arch**	**$210.61 /hr**
Managing Engineer VI (25+)				**$305.10 /hr**
Supervisory Engineer IV (15-20)				**$227.68 /hr**
Supervisory Engineer II (10-12)				**$161.66 /hr**
Supervisory Engineer III (12-15)				**$196.06 /hr**
Supervisory Engineer V (20-25)				**$231.67 /hr**
Professional Engineer I (4-8)				**$135.98 /hr**
Professional Engineer VI (25+)				**$148.63 /hr**
Engineer in Training II (5-10)				**$129.65 /hr**
Engineer in Training I (0-5)				**$94.87 /hr**
Engineering Technician VI (25+)				**$114.63 /hr**
Engineering Technician I (1-5)				**$84.46 /hr**
Supervisory Architect VI (25+)				**$210.61 /hr**
Supervisory Architect III (12-15)				**$155.33 /hr**

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Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Professional Architect I (4-8)				$97.30	/hr
Architect Associate II (5-10)				$96.77	/hr
Architect Associate I (0-5)				$84.75	/hr
Registered Professional Land Surveyor VI (25+)				$118.74	/hr
Supervisory CADD V (20-25)				$131.96	/hr
Administrative Supervisor IV (15-20)			Contract Admin & Permitting Manager	$121.75	/hr
Administrative Specialist I (4-8)			Contract Admin	$72.83	/hr
Administrative Specialist III (12-15)			Contract Admin & Permitting	$103.98	/hr

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ENCOTECH
ENGINEERING CONSULTANTS

ATTACHMENT B

We shape the world you live in.

November 04, 2020

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

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

Re: **City of Austin Branch Library Renovations — Austin, TX**
Mechanical, Electrical, and Plumbing Engineering and Design Services
Commercial Office Building

Dear Owen,

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

SCOPE

City of Austin Branch Library Renovations, the "Project," consists of professional engineering services for preparing a preliminary design narrative for the renovation of five branch libraries in Austin, TX. The Project will be delivered as a narrative of recommendations for the mechanical, electrical, and plumbing scope of work for renovations to the buildings. The scope of work includes the library buildings as indicated below.

Building Information:

DESCRIPTION	FLOOR AREA
Old Quarry Branch	8,300 SF
Little Walnut Creek Branch	11,000 SF
Manchaca Branch	14,500 SF
Willie Mae Kirk	10,869 SF
St. John Branch	7,536SF
TOTAL	**51,336 SF**

Encotech will provide the Mechanical, Electrical and Plumbing preliminary design Services pertinent to the renovation of five branch libraries. The scope of the renovations for the libraries are summarized as follows:

- Old Quarry Branch: The renovation of the Old Quarry Branch Library will include the replacement of the deteriorated exterior/interior finishes.

- Little Walnut Creek Branch: The renovation of the Little Walnut Creek Branch Library will include the replacement of the standing seam roof and extending the life of the enlisting roofing system (20-Years warranty) rebuilding the ADA Ramp, and deteriorated exterior/interior finishes.

- Manchaca Branch: The renovation of the Manchaca Branch Library will include extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement exterior/interior finishes, and also the restoration of the site's landscaping.

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- Willie Mae Kirk: The renovation of the Willie Mae Kirk Branch Library will include the replacement of the deteriorated exterior/interior finishes, and also the restoration of the site's landscaping, to repurpose the facility as a technology-rich Learning Center.

- St John Branch: The renovation of the St John Branch will include the replacement of the deteriorated exterior/interior finishes, and also the restoration of the site's landscaping.

BASIC SERVICES

Basic Services include engineering and design services to prepare a mechanical, electrical, and plumbing design program narrative for the renovations. 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 preliminary engineering calculations.
4. Pre-design site visits to confirm the accuracy of the existing drawings, nameplate data, system types, condition, capacities, etc. of the existing mechanical, electrical, and plumbing systems and equipment. (Note: This does not imply creation of as-builts drawings.) Site visits not to exceed one (1) per building for a total of five (5) site visits.
5. Attend periodic design coordination meetings not to exceed two (2) per buildings.
6. Mechanical Design shall include:
    a. Narrative of HVAC air distribution supply, return, exhaust, outside air duct systems, HVAC piping systems, and controls for the renovations of the buildings.
    b. Descriptions of relocations of temperature sensors and other required HVAC system control devices as required.
7. Electrical Design shall include:
    a. Narrative of lighting and power changes for the renovations of the buildings, including changes to appliances and special equipment.
8. Plumbing Design shall include:
    a. Narrative of domestic water, wastewater, natural gas, and storm drain piping sizing, layout and utility connections for the renovations of the buildings.
9. For the Design Narrative, 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. Provide the following deliverables:
    a. Program Design Narrative in PDF format for the phases described below.

PHASE	DELIVERABLES	PERMITTED USE
Draft Narrative	Narrative	Coordination & Pricing
Final Narrative	Narrative	Coordination & Pricing

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. Files received via email from Owen Harrod of MWM Design Group to Patrick Morrissey of Encotech on April 7th, 2020.
2. Compensation shall be adjusted upwards if the number of building increases or additional work beyond the Basic Services increases.

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3. Existing CAD drawings are not expected to be available.

COMPENSATION

The lump sum fee to provide the Program Design Narrative shall be: **$22,480.46**.

REIMBURSABLE EXPENSES

Reimbursable expenses are not included in the compensation summary above and shall be invoiced at direct cost. Reimbursables will not be incurred without prior approval. 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 at the COA-approved hourly rates.

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.
2. Redesign and revisions due to change of scope of work and or architectural background changes.
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 associated with the preparation of as-built drawings.
7. Value Engineering Services.
8. Design drawings and specifications.
9. Building Commissioning and MEP Systems Commissioning.
10. LEED or other sustainability certification documentation.
11. Energy Modeling.
12. Work associated with special purpose structural systems such as: 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. 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 any modifications to site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. 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 Client.
6. Fire Sprinkler Engineering Design and Fire Alarm Engineering Design are outside the scope described in this proposal.
7. Underbuilding drainage design and specification is outside Encotech's scope of services.
8. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services. The scope includes an opinion of probable construction cost based upon available RSMeans data, manufacturer quotes, and industry standard cost assumptions.

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CLIENT PROVIDED SERVICES

1. The Client 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 shall furnish the Engineer with existing building and site drawings as available.
3. Client shall provide Engineer with a full program design narrative at the completion of each phase.
4. 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.).
5. The Client shall be responsible for final printing and distribution of Program Design Narrative and Opinion of Probable Cost.

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

Sincerely,

Ali Khataw, PE
President & CEO

Lynn Brown, PE
Vice President MEP Engineering

Agreed and Accepted by Authorized Corporate Officer of:

Legal Entity Name

Signature

Print Name

Title

Date

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ENCOTECH

Encotech Engineering Consultants
Fee Analysis

Proposal Submitted To: MWM Design Group — **11/4/2020**
City of Austin 2019 General Architectural Services Rotation List
Project Name: Branch Library Renovations

	MEP Fee Estimate - Each Library	Key Personnel Lynn Brown $ 267.78	Key Personnel Lucas Stockburger $ 190.70	Key Personnel Sharon Bickford $ 232.90	Professional Engineer III $ 160.64	Engineerin Training III $ 124.59	Engineer in Training I $ 107.15	Admin Asst. IV $ 97.51	
	Draft								
1	Internal Kickoff Meeting		0.5	0.5	0.5	0.5	0.5		$ 407.99
2	Pre-Design Site Visit				8	8			$ 2,281.84
3	Review Client Drawings - Old Quarry Branch				1	1	1		$ 392.38
4	Review Client Drawings - Little Walnut Creek Branch				1	1	1		$ 392.38
5	Review Client Drawings - Manchaca Branch				1	1	1		$ 392.38
6	Review Client Drawings - Willie Mae Kirk Branch				1	1	1		$ 392.38
7	Review Client Drawings - St. John Branch				1	1	1		$ 392.38
8	Draft MEP Narrative - Old Quarry Branch		1	0.5	4	4	4		$ 1,876.67
9	Draft MEP Narrative - Little Walnut Creek Branch		0.5	0.5	2	1	1		$ 764.82
10	Draft MEP Narrative - Manchaca Branch		1	0.5	4	4	4		$ 1,876.67
11	Draft MEP Narrative - Willie Mae Kirk Branch		1	0.5	4	4	4		$ 1,876.67
12	Draft MEP Narratives - St. John Branch		1	0.5	4	4	4		$ 1,876.67
13	Design Phase Meeting with Client & Owner				3				$ 481.92
14	Internal Review - Old Quarry Branch	0.5	0.5	0.5					$ 345.69
15	Internal Review - Little Walnut Creek Branch	0.5	0.5	0.5					$ 345.69
16	Internal Review - Manchaca Branch	0.5	0.5	0.5					$ 345.69
17	Internal Review - Willie Mae Kirk Branch	0.5	0.5	0.5					$ 345.69
18	Internal Review - St. John Branch	0.5	0.5	0.5					$ 345.69
									$ -
									$ -
	Hours =	2.5	7.5	5.5	34.5	30.5	22.5		
								Draft	**$ 15,133.60**
	Final								
1	Design Phase Meeting with Client & Owner				2				$ 321.28
2	Final MEP Narrative - Old Quarry Branch				2	2	2		$ 784.76
3	Final MEP Narrative - Little Walnut Creek Branch				1	1	1		$ 392.38
4	Final MEP Narrative - Manchaca Branch				2	2	2		$ 784.76
5	Final MEP Narrative - Willie Mae Kirk Branch				2	2	2		$ 784.76
6	Final MEP Narrative - St. John Branch				2	2	2		$ 784.76
7	Pick up client comments - Old Quarry Branch				1	1	1		$ 392.38
8	Pick up client comments - Little Walnut Creek Branch				0.5	0.5	0.5		$ 196.19
9	Pick up client comments - Manchaca Branch				1	1	1		$ 392.38
10	Pick up client comments - Willie Mae Kirk Branch				1	1	1		$ 392.38
11	Pick up client comments - St. John Branch				1	1	1		$ 392.38
12	Internal Review - Old Quarry Branch	0.5	0.5	0.5					$ 345.69
13	Internal Review - Little Walnut Creek Branch	0.5	0.5	0.5					$ 345.69
14	Internal Review - Manchaca Branch	0.5	0.5	0.5					$ 345.69
15	Internal Review - Willie Mae Kirk Branch	0.5	0.5	0.5					$ 345.69
16	Internal Review - St. John Branch	0.5	0.5	0.5					$ 345.69
									$ -
	Hours =	2.5	2.5	2.5	15.5	13.5	13.5		
								Final	**$ 7,346.86**
								Project Total	**$ 22,480.46**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Encotech Engineering Consultants, Inc

CCO Approved Rate Period:
3/30/2020 -- 3/29/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Key Personnel	Ali R. Khataw, PE		**President**	**$303.16 /hr**
Key Personnel	Lynn Brown, PE		**Project Principal / LEED**	**$267.78 /hr**
Key Personnel	Sharon Bickford, PE		**Project Management**	**$232.90 /hr**
Key Personnel	Eugene Raanes, PE		**Project Principal**	**$191.37 /hr**
Key Personnel	Francis Scott, PE		**Project Management; LEED Certified**	**$232.23 /hr**
Key Personnel	Lucas Stockburger		**Project Manager**	**$190.70 /hr**
Key Personnel	Tessa Roberts		**Project Principal**	**$126.58 /hr**
Key Personnel	Patrick Morrissey		**Project Principal**	**$215.32 /hr**
Managing Engineer VI (25+)				**$259.14 /hr**
Supervisory Engineer II (10-12)				**$196.02 /hr**
Professional Engineer I (4-8)				**$157.81 /hr**
Professional Engineer II (8 -10)				**$155.25 /hr**
Professional Engineer III (10-15)				**$160.64 /hr**
Engineer in Training I (0-5)				**$107.15 /hr**
Engineer in Training II (5-10)				**$121.27 /hr**
Engineer in Training III (10-15)				**$124.59 /hr**
Engineering Technician IV (15-20)				**$94.69 /hr**
Engineering Technician V (20-25)				**$105.98 /hr**
Engineering Technician VI (25+)				**$115.45 /hr**
CADD Technician I (1-5)				**$60.47 /hr**
CADD Technician V (20-25)				**$120.93 /hr**
Administrative Supervisor IV (15-20)				**$124.42 /hr**
Administrative Specialist IV (15-20)				**$97.51 /hr**
Administrative Assistant II (5-10)				**$54.82 /hr**
Administrative Assistant IV (15-20)				**$71.43 /hr**

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Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

ATTACHMENT C

Engineering Excellence Since 1973

(Revised) October 20, 2020

Dr. Owen Harrod, Ph. D, AIA
MWM DesignGroup
305 E Huntland Dr,
Austin, Texas 78752

Re: City of Austin CLMP 286
Branch Library Renovations
Preliminary Design Phase Services,
Austin, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (JIG) proposes to furnish Consulting Structural Engineering services to MWM DesignGroup (MWM) for the City of Austin Branch Library Renovations.

We understand our Scope of Services to be as follows:

PROJECT DESCRIPTION AND SCOPE OF WORK

The goal of the structural scope of services is to assist your office in the preliminary structural design pertinent to the renovation of the following five Branch Libraries. The overall renovation scopes are as follows:

- Old Quarry Branch (8,300sf) -- replacement of the deteriorated exterior/interior finishes.

  Little Walnut Creek Branch (11,000 SF) -- the replacement of the standing seam roof, and extending the life of the existing roofing system (20-Years warranty), rebuilding the ADA Ramp, deteriorated exterior/interior finishes.

- Manchaca Branch (14,500 SF) -- extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement of exterior/interior finishes, and also the restoration of the site's landscaping. In addition, the work requires Building Commissioning (Cx) Agent to assist ACFS with refining HVAC functional requirements and system testing

- Willie Mae Kirk Branch (*10,869 SF*) -- the replacement of the deteriorated exterior/interior finishes, and also the restoration of the site's landscaping, to repurpose the facility as a technology-rich Learning Center.

- St John Branch (7,536 SF) -- the replacement of the deteriorated exterior/interior finishes

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JIG's review shall include the evaluation of the existing Structural system, including the results of any earlier studies provided to A/E by Owner, and the preparation of Structural Engineering narratives outlining existing conditions that will be included in the submittal of an Architectural Design Program Narrative (ADPN).

In conjunction with the evaluations summarized above, JIG shall prepare a summary of additional Structural technical studies and evaluations, if needed, that should be included in the project design phase.

EXCLUDED SERVICES

The Scope of Services and the budget presented herein do not include the following special services.

1. Travel and subsistence required of JIG and authorized by MWM to points other than local government agencies, consultants and project site.

2. Significant revisions by MWM after receiving initial direction.

3. Design scope beyond preliminary design phase, Bid, Construction and Post-Construction phase services.

4. Expert witness testimony or appearances at public hearings or meetings concerning the projects or any of their elements.

5. City of Austin permit support services, including processing of site development permit, general permit, variances, waivers, or other services deemed necessary during permitting review phase.

Such services may be performed as Additional Services to this Agreement, if authorized by Client.

DELIVERABLES

The following deliverables will be submitted to MWM:

1. Narratives for the structural portion of the Architectural Design Program Narrative (ADPN).

COMPENSATION

An itemization of the estimated labor costs and expenses is included in Attachment A. The Total Compensation requested for this work is tabulated below.

Preliminary Structural Engineering Services	$ 9,703.46

The Consulting Engineering Services are to be provided on a lump sum basis. Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between the City of Austin and MWM.

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All work will be performed in accordance with the prime agreement between the City of Austin and MWM. Project related reimbursable expenses such as delivery service, printing, Xerox copies, etc. are not included in the above listed fee. If required and authorized in advance by your office, these expenses will be billed at cost + 5%. If acceptable, this proposal will form the basis of a Professional Services Agreement.

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:_____

SUB CONSULTANT - FEE ESTIMATE WORKSHEET	
HOURLY BY TASK LABOR BREAKDOWN	
COA CLMP 286	
Preliminary Design Phase Services for Branch Library Renovations	
Date	10/20/2020
Sub Consultant Name:	**Jose I. Guerra, Inc.**
Discipline Services Provided:	**Structural Engineering**
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

	Personnel Title (COA / JIG)	Key Personnel / Principal		Supervisory Engineer VI / Senior Proj Engineer		Supervisory Engineer IV / Senior Proj Engineer		Engineering Associate IV / Senior Designer		Supervisory CADD VI / CADD Manager		CADD Technician VI / Senior CAD Technician		CADD Technician II / CADD Technician		Administrative Assistant VI / Senior Admin Assistant		TOTAL	
	2020 COA Approved Rates/Hr., CAT	$247.45		$183.83		$161.77		$123.53		$98.47		$87.44		$79.50		$72.15			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
1	**Preliminary Design Phase**																		
1.1	Preliminary Structural Engineering Services		$0.00	52	$9,559.16		$0.00		$0.00	0	$0.00		$0.00		$0.00	2	$144.30	54	$9,703.46
	Sub Total	**0**	**$0.00**	**52**	**$9,559.16**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**2**	**$144.30**	**54**	**$9,703.46**
REIMBURSABLE EXPENSES																			$0.00
TOTAL LABOR and EXPENSES																			**$9,703.46**

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DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

CATEGORY 1 LOADED HOURLY RATE SHEET for:

Jose I Guerra, Inc

CCO Approved Rate Period:
4/1/2020 -- 3/31/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Rick Guerra	PE # 65224	**President/ CEO, MS 37+**	**$247.45**	**/hr**
Key Personnel	Shawn Allen	PE #90064	**Vice President/ BS 26+, LEED AP**	**$212.10**	**/hr**
Supervisory Engineer V (20-25)				**$172.80**	**/hr**
Supervisory Engineer IV (15-20)				**$161.77**	**/hr**
Supervisory Engineer III (12-15)				**$150.01**	**/hr**
Supervisory Engineer II (10-12)				**$133.83**	**/hr**
Supervisory Engineer I (8-10)				**$117.65**	**/hr**
Supervisory Engineer VI (25+)				**$183.83**	**/hr**
Professional Engineer I (4-8)				**$105.95**	**/hr**
Engineer in Training II (5-10)				**$105.89**	**/hr**
Engineer in Training I (0-5)				**$100.74**	**/hr**
Engineering Associate V (20-25)			**Senior Design**	**$134.48**	**/hr**
Engineering Associate IV (15-20)			**Senior Design**	**$123.53**	**/hr**
Engineering Associate III (10-15)			**Design**	**$114.48**	**/hr**
Engineering Associate I (0-5)				**$88.59**	**/hr**
Engineering Associate VI (25+)			**Senior Design**	**$149.74**	**/hr**
Engineering Associate II (5-10)			**Design**	**$97.62**	**/hr**
Engineering Technician IV (15-20)			**BIM**	**$97.30**	**/hr**
Engineering Technician V (20-25)			**Senior (BIM)**	**$108.83**	**/hr**
Engineering Technician VI (25+)			**Sr. Commissioning Authority**	**$138.59**	**/hr**
Engineering Technician VI (25+)			**Senior (BIM)**	**$118.59**	**/hr**
Engineering Technician III (10-15)			**BIM**	**$89.30**	**/hr**
Engineering Technician II (5-10)			**BIM**	**$79.68**	**/hr**
Supervisory Architect I (8-10)				**$109.21**	**/hr**
Supervisory Architect V (20-25)				**$165.65**	**/hr**
Supervisory CADD V (20-25)			**CADD Manager (BIM)**	**$93.33**	**/hr**

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Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Supervisory CADD VI (25+)			CADD Manager (BIM)	$98.47	/hr
CADD Technician VI (25+)				$87.44	/hr
CADD Technician I (1-5)				$70.12	/hr
CADD Technician II (5-10)				$79.50	/hr
CADD Technician III (10-15)				$81.53	/hr
CADD Technician V (20-25)				$85.47	/hr
CADD Technician IV (15-20)				$83.50	/hr
Administrative Supervisor VI (25+)			Director of Finance/HR	$126.33	/hr
Administrative Specialist VI (25+)			Accounting Manager	$92.62	/hr
Administrative Assistant I (0-5)				$45.85	/hr
Administrative Assistant VI (25+)			Senior	$72.15	/hr
Administrative Assistant III (10-15)				$57.21	/hr
Administrative Assistant II (5-10)				$49.65	/hr

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ATTACHMENT D

October 28, 2020

W. Owen Harrod PhD, AIA, LEED AP BD+C
MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, TX 78752

RE: TAS Proposal for the City of Austin Branch Library Preliminary Design Project – Revision 2

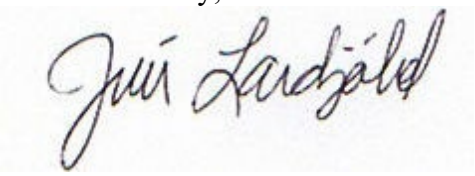
Dear Owen:

This is a proposal for the Existing Conditions Assessments of five City of Austin Branch Libraries for the City of Austin Branch Library Preliminary Design Project in Austin, 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 existing conditions assessments for compliance with the TAS.

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

Sincerely,



Jesús Lardizábal,
RAS #1051
Manager

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PROJECT SCOPE AND DESCRIPTION

Existing Conditions Assessment for compliance with the Texas Accessibility Standards (TAS) of the five City of Austin Branch Libraries listed below, which are scheduled for renovation. Assessments will help determine if the Primary Function is triggered which would affect the scope to include parking, accessible routes, restrooms and drinking fountains.

1. Old Quarry Branch (8,300 SF).
2. Little Walnut Creek Branch (11,000 SF).
3. Manchaca Branch (14,500 SF).
4. Willie Mae Kirk Branch (10,000 SF).
5. St. John Branch (7,536 SF).

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):

- Perform an existing conditions assessment for each of the five library branches.

EXCLUSIONS

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

SCHEDULE

Altura Solutions will perform the existing conditions assessment and provide a report of findings within fifteen working days after receiving access to the facility for each of the five library branches.

DELIVERABLES

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

- Altura Solutions will provide the Existing Conditions Assessment Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS) for each of the five library branches.

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CONSULTING FEE AND INVOICING

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

- Old Quarry Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.).....$2,000.63
- Little Walnut Creek Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.) $2,000.63
- Manchaca Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.).....$2,000.63
- Willie Mae Kirk Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.).....$2,000.63
- St. John Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.) $2,000.63

The total proposed consulting fee under this agreement is ten thousand three dollars and fifteen cents ($10,003.15).

To initiate services, the following items must be provided:

- Signed agreement

The fees listed above are limited to one existing conditions assessment for each of the five library branches. Additional assessments and consulting will be considered additional services and will be billed in addition to the contract amount above.

Invoices for services are due within 30 days of receipt by client.

Altura Solutions, LLC	**Client**
By: _____	By: _____
Print Name: Jesús Lardizábal	Print Name: _____
Title: Manager	Title: _____
Date: _____	Date: _____

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Altura Solutions, L.P.

CCO Approved Rate Period:
7/9/2020 -- 7/8/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Jesus Lardizabal, R.A.S.		**Principal, Owner**	**$206.25**	**/hr**
Key Personnel	Melissa Anderson, P.E.	2001004552 MO	**Project Professional Engineer**	**$241.39**	**/hr**
Architect Associate III (10-15)				**$67.25**	**/hr**
Engineering Associate I (0-5)				**$90.43**	**/hr**
Professional Engineer V (20-25)				**$188.25**	**/hr**
Administrative Specialist I (4-8)				**$59.93**	**/hr**
Administrative Specialist IV (15-20)				**$73.86**	**/hr**

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ATTACHMENT E

PROJECT COST RESOURCES, INC.
410 West Grand Parkway South, Suite 390
Katy, Texas 77494

October 2, 2020

MWM DesignGroup
305 E Huntland Dr. Suite 200,
Austin, Texas 78752

RE: Branch Library Renovations, City of Austin

Dear Mr. Owen Harrod:

This letter is to confirm that Project Cost Resources, Inc. is pleased to provide MWM DesignGroup with Cost Estimating services for the above-referenced project.

Project Cost Resources will provide a budget estimate for the Old Quarry Branch Library, Little Walnut Creek Library, Menchaca Road Branch Library, Willie Mae Kirk Library and Saint John Branch Library. We look forward to working with you and the City of Austin.

PCR's fee is $5,409.68

Sincerely,

Project Cost Resource, Inc.
Firm Name

Belinda Williams

Signature

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City of Austin
Branch Library Renovation

PROJECT COST RESOURCES FEE PROPOSAL

PROJECT BASIS: Budget Estimates - 5 Library / 1 ea.

PREPARED FOR: Mr. Owen Harrod

PREPARED BY: Belinda Williams

April 16, 2020 Revised 10-29-2020

Budget Estimate - Old Quarry Branch (8,300sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	2.00	$ 129.01	$ 258.02	
Subtotal		***7.00***			***$ 1,121.57***

Budget Estimate - Little Walnut Creek Branch (11,000sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.01	$ 129.01	
Subtotal		***6.00***			***$ 992.56***

Budget Estimate - Manchaca Branch (14,500sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	4.00	$ 196.65	$ 786.60	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	3.00	$ 129.01	$ 387.03	
Subtotal		***9.00***			***$ 1,447.23***

Budget Estimate - Willie Mae Kirk Branch (10,869sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.01	$ 129.01	
Subtotal		***6.00***			***$ 992.56***

Budget Estimate - Manchaca Branch (14,500sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager -Civil Structural/ VP	1.00	$ 136.80	$ 136.80	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.01	$ 129.01	
Subtotal		***5.00***			***$ 855.76***

Total Fees ***$ 5,409.68***

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Project Cost Resources, Inc.

CCO Approved Rate Period:
3/15/2020 -- 3/14/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Belinda Williams		**Principal**	**$196.65**	**/hr**
Key Personnel	Gregory Edwards		**Cost Manager - Vice President**	**$136.80**	**/hr**
Key Personnel	Robert Hansen		**Senior Estimator - Sr. Vice President**	**$129.01**	**/hr**
Key Personnel	Larry Hooker		**Estimator**	**$68.30**	**/hr**

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Attachment 4

QUALITY CONTROL PLAN

PROJECT SPECIFIC

ALL SECTIONS MUST BE EDITED BY CONSULTANT TO MEET SPECIFIC PROJECT NEEDS.

Date: Click here to select date.

The City of Austin (COA) requires detailed responses on this Quality Control Plan (QCP) for the Consultant's performance of all work on the following Project:

Project Name: Click to enter response.

Location: Click to enter response.

Solicitation #: Click to enter number (CLMxxxx).

CIP ID #: Click to enter response. Contract #: Click to enter number (MA/CT/DO).

COA PM: Click to enter response. COA Sponsor Dept.: Click to enter response.

The Work consists of: Click to enter response.

Consultant Name: Click to enter response.

Consultant Contact Information: Click to enter name.
Click to enter address line 1.
Click to enter address line 2.
Click to enter phone/email.

Consultant's TBPE and/or TBAE firm number: Click to enter response.

This QCP document has been reviewed by a Principal of the Consultant Firm and members of the Project Design Team (PDT) and Independent Technical Review Team (ITRT). By signing below, the Consultant is certifying compliance with this QCP.

Principal Signature	PDT Signature	ITRT Signature
Click to enter name. Principal Printed Name	Click to enter name. PDT Printed Name	Click to enter name. ITRT Printed Name

1. Management/Organization Structure

a. An organization chart is attached to this QCP and it demonstrates the independence of the ITRT from the PDT, identifies if the ITRT is internal or external to the design consulting firm, and shows the ITRT reporting to a management level equal to (or higher than) the PDT: ☐ Yes

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b. Resumes for all members of the ITRT are attached to this QCP and establish that ITRT members have proper credentials and QA/QC experience: ☐ Yes

c. New resumes for ITRT staff member will be provided during the project if the ITRT staff members identified in this QCP change: ☐ Yes

2. Quality Control Procedures and Documentation

a. Describe the QAQC communication plan below, including how problems will be identified, tracked, followed-up on, and resolved. It includes details of the procedures for QC design checks and reviews, specifically addressing the correct application of methods, validity of data/assumptions, accuracy of calculations, completeness of documentation, and special project components.

Click here to enter response.

b. Describe how the ITRT will confirm that the design documents meet the COA's needs and result in a project that is biddable, constructible, operable, environmentally sound, and cost effective.

Click here to enter response.

c. COA will be able to track, using QCP records, each executed step of the QAQC process, and all of the Consultant's files will be auditable and available to COA upon request: ☐ Yes

3. Schedule

Provide a design schedule below (or attached) that is realistic, detailed, and reflects an accurate understanding of all work and review elements of this project. Include the following:

- Sequence of tasks to be completed within the time period specified by COA
- Type and frequency of submittals consistent with the Supplemental Agreement
- Design submittal dates to COA and time for revisions to Consultant's internal QA/QC comments prior to submittals to COA
- Time for all applicable COA reviews (Project Management Division, Quality Management Division, Development Services Department, Sponsor Department, etc.)

Click here to enter response.

NOTE: At the completion of the project, a certified statement signed by a Principal of the Consultant Firm, and a member of both the PDT and the ITRT is required to be submitted to COA verifying compliance with this QCP for all phases of the project.

Upon completion of this form, please email the QCP to the **COA Project Manager** assigned to this project and copy the **Quality Management Division** at QMD@austintexas.gov. If you have any questions regarding the QCP form, you may contact the Quality Management Division at QMD@austintexas.gov.

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Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
	$92,134.01	12/1/2020	3/31/2021	0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$92,134.01			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
Project Total	$92,384.01			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

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Attachment 6 - Maximum Not-to-Exceed Contract Amounts by Phase

PHASE A: PRELIMINARY PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE A TOTAL*	$92,134.01
PHASE B: DESIGN PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE B TOTAL*	$0.00
PHASE C: BID-AWARD-EXECUTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE C TOTAL*	$0.00
PHASE D: CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE D TOTAL*	$0.00
PHASE E: POST-CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE E TOTAL*	$0.00
ADDITIONAL COSTS		
	ADDITIONAL COSTS TOTAL	$0.00
REIMBURSABLE COSTS		
	REIMBURSABLE COSTS TOTAL	$250.00
	MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT	**$92,384.01**

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Attachment 7

Design Package Completeness Check List

The following documentation must be submitted with 30%, 60%, and 90% design packages. Please note that you may be required to submit other milestone documentation in accordance with your Project Specific Quality Control Plan and the approved Supplemental Agreements.
Submittal Form: PER
Opinion of Probable Cost (PDF)
Properly Released PER
Submittal Form: 30%
Properly Released 1/2 Hard Copy of Drawings
Properly Released Drawings (PDF)
Properly Released Geotech Report (PDF)
Properly Released Cost Estimate (PDF)
Properly Released Ph. 1 Env. Report (PDF)/ or provide email from Steve N.
Submittal Form: 60%
Properly Released Geotech Report (PDF)
Properly Released 1/2 Hard Copy of Drawings
Properly Released Drawings (PDF)
Special Specs/Provisions (PDF)
Table of Contents (PDF)
Properly Released Cost Estimate (PDF)
Response to QMD 30% Comments (Excel)
Properly Released Ph. 1 Env. Report (PDF)/ or provide email from Steve N.
Submittal Form: 90%
Properly Released Geotech Report (PDF)
Properly Released 1/2 Hard Copy of Drawings
Properly Released Drawings (PDF)
Properly Released Project Manual (PDF) / Special Specs/Provisions (PDF)
Properly Released Cost Estimate (PDF)
Response to QMD 60% Comments (Excel)
LD Calculation Form (PDF or Excel)
Submittal Form: 90% Response to Comments 1
Any revised/affected documents
Response to QMD 90% Comments (Excel)
Submittal Form: 90% Response to Comments 2 and beyond
Any revised/affected documents
Response to QMD 90% Comments (Excel)

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PSA EXECUTION CHECKLIST

Consultant Firm: MWM Design Group, Inc.	**Contract Name:** Branch Library Interior Renovations
Solicitation Number: CLMP286	**Contract Number:** SA20000009
Project Manager/Phone: Allison Vonstein ~~Mauth Bruce~~ x 4-7493 7217	**CCO Contact:** Kitty Tunnell

✓ **Standalone PSA** ___ **Rotation List PSA** ___ **Supplemental Amendment**

AGREEMENT	Initial PSA "✓"	SA # "✓"
Informed Consent and Agreement	✓	
Agreement signature page (Transactions >$1M require DM signature; transactions >$2M require AD signature.)	✓	
General Conditions of the Agreement	✓	
Supplemental Terms & Conditions of the Agreement	✓	
Exhibits (A through ~~D~~ C)	✓	
Attachments (1 through 7)	✓	
All documentation associated with the SA - list below:		
Supporting Documents		
PSA/SA Execution Checklist	✓	
PSA/SA Cover Sheet	✓	
Funding Affirmation Form (FAF), if applicable	✓	
Recommendation for Council Action (RCA) including approved Council Minutes	✓	
~~Corporate Authorization Resolution (CAR)~~	N/A	
Original Form 1295 (Signed) (NOTE: Required for Initial PSA or SA's $1 mil or more approved by Council)	✓	
Certificate of Insurance with Ratings (B+ or above) and/or all Endorsements (if needed)	✓	
Debarred Reports (SAM, State, City and Vendor Not Boycotting Israel from https://comptroller.texas.gov/purchasing/docs/anti-bds.pdf)	✓	
Master Attachment 4 Quality Control Plan (QCP) submitted to QMD prior to execution Rec'd 4/20/20	✓	
Pages from Initial Executed PSA (General Conditions and/or Supplemental T&C, etc.)		
Contract Compliance Checklist and supporting documents		
DocuSign 1st Envelope Summary (After consultant signed)	✓	
NOTE: Do not include rate review data (raw rates, overhead, profit data, etc.) with this packet		
COMMENTS:		

Post Execution Quality Assurance: I attest that all required documents are present, in correct order, and a Quality Assurance Check has been performed to ensure that information is in accordance with Department's Electronic Records Management (EDIMS) SOP.

Signature _____ Date: 11/16/2020

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CONTRACT DEVELOPMENT AND EXECUTION DEBRIEF SUMMARY

Actual City Council Date:	<Date> 3/12/20
Docs sent to Consultant:	<Date> 3/13/20
Received DocuSign from Consultant:	<Date> ~~3/13/20~~ 11/16/2020
Any Schedule Changes by CD:	<Comments> Project Schedule Change Request 1, 2, 3 & 4
Scheduled Contract Execution Date:	<Date> 5/11/20
Contract Execution Date:	<Date> 11/30/2020
Issues with Contract Dev & Execution Process:	<Comments> Sponsor needs more time ~~to~~ for proposal negotiations.
Lessons Learned:	<Comments>

COMMENTS

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STAND ALONE PSA/SA COVER SHEET

Contract Title: Branch Library Interior Renovations
CIP ID:
Solicitation No.: CLMP286
Contract Number:

After execution, CCO will process financial transaction and provide 1 copy to PM, 1 copy to Consultant, and 1 copy to CCO record management.

Consultant Contact, Name, & Address:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, TX 78752

Project Authorization History	
Council Authorization Date(s): ***March 12, 2020***	$685,000.00
Administrative Authority (at Council Award):	$61,000.00
Council Authorization Date(s):	
Total Amount of Council Authorization:	$746,000.00

Initial PSA Amount: *Note: Set MA not-to-exceed threshold amount to PSA not-to-exceed amount, then encumber a DO for this amount*	$92,384.01
SA#1 Amount:	
SA#2 Amount:	
SA#3 Amount:	
Total PSA Amount (Including this Transaction):	$92,384.01

Master Agreement Expiration Date (Including this Transaction):	

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(CCO) New Project Service Request

☑ New Solicitation Request	☐ Job-Order Assignment (JOA)	☐ Rotation List Assignment (RL) (complete Funding Section and page 2)

Email completed form to: CCOConstruction@austintexas.gov or CCOProfessionalServices@austintexas.gov

A. PROJECT INFORMATION

Solicitation #:		**CIP ID #:**	See Attachment "A"
Project Name:	Package "C" Interior Renovation (CSP)		
Sponsor Department(s):	Austin Public Library		
Project Manager Name(s):	Ngoc Bruce / T.B.D.		
Contract Number: *(CT, MA, DO or other)*	T.B.D.		

B. PROJECT PLANNING

Project Description/Summary: The project consist of interior renovations and upgrades at five (5) library branches

(Summary): As noted above

Location (address or cross-streets) of Project:	See Attachment "A"		
Design Budget for Project:	$ 685,261		
Construction Budget for Total Project:	$ 5,692,306		
Budget for this Request:	$ 685,261		
Design Started?	☐ Yes (If yes, what %?)	%	☑ No

Anticipated Schedule

Est. Council Date:	Est. Project Start Date:	Est. Completion Date:	If PSA, Est. Construction Start
August 8, 2019	June 10, 2019	see attached schedule	see attached schedule

C. METHODOLOGY

Methodology Requested	☐ Invitation for Bid (IFB) ☑ CSP ☐ CSP Multiple Awards ☐ New IDIQ ☐ Job-Order Assignment (JOA) ☐ Emergency Exemption ☑ Professional Services (PSA) ☐ Design-Build (D-B) ☐ CM at Risk (CMR) New Rotation List ☐ Other (please explain)
What stage is this project in? (Check all that apply)	☑ Initiation ☐ Prelim Engineering Report (PER) ☐ Design Criteria Manual (DCM) ☐ Design ☐ Construction ☐ Post-Construction
Pre-Response/Pre-Bid Meeting Mandatory?	☐ No ☐ Yes ☑ N/A (If Yes or N/A, please explain)

(Explain): Project is in initiation phase. Initiation includes PSA Solicitation and Methodology RCA

D. FUNDING SECTION (for approval by the Sponsor's Financial Manager)

Project funding source(s) below. Please note: FDUs must include Object Codes for all project-related activities including construction, architectural services, engineering services, testing, printing, or other (add additional lines if needed).

FDU Number	Object Code	Activity Code	Reporting Code	Funding Amount	%	Source Type
See Attachment B						
			Total:			

Funding Sources: May trigger contract requirements that impact both procurement and project management. Therefore, the Sponsor Department and Project Manager must identify all funding source(s) prior to initiating a: *(check one)*

☐ New solicitation for construction, professional services, or alternative delivery;
☑ Rotation List (RL), JOC, or ID/IQ assignment; and/or
☐ Change in funding source(s) after project initiation

1) Is COA using/seeking funds from other entities to partially or fully fund this Project? *(For example, grants, loans, reimbursements, and any other type of partnership?)*	☐ Yes ☑ No
2) Does Project funding include Federal funds passed-through a State agency?	☐ Yes ☑ No

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(DOT or FHWA funds managed by TXDOT, FEMA dollars managed by TDEM, EPA or FEMA funds managed by TWDB, or Federal Land and Water Conservation Fund managed by TPWD.)	
3) Are phase(s) of the Project used as COA's grant participation/match? *(For example, will COA use of design phase dollars as matching funds?)*	☐ Yes ☑ No
4) Are there any key due dates to be met associated with the funding sources? *(For example, does funding agreement requires construction be started or completed by a certain date?)*	☐ Yes ☑ No
If you answered "yes" to any of the questions 1-4 above, please explain in comments section below, and submit to CCO a copy of the funding agreement(s) or grant award with this form.	
Note: RLs, JOC, and IDIQ contracts *do not* require project funding sources (FDUs) at the Master Agreement solicitation stage, but FDUs *are required prior* to each assignment	
(Comments):	

E. ROTATION LIST ASSIGNMENT

Construction Budget	$_____
Total Consultant Services (All Phases)	$_____
Anticipated Assignment Value (this assignment)	$_____
(Comments):	

Check the most applicable:
☐ New RL Assignment
☐ Additional Services on Existing Assignment DO#_____
☐ Project Continuation (next phase of work) DO#_____

What stage is this project in?	☐ Preliminary Engineer Report (PER) ☐ Design Criteria Manual (DCM) ☐ Design ☐ Bidding ☐ Construction ☐ Post-Construction

Check/Identify Area(s) of Professional Services Associated with this RL Assignment:		
☑ Architecture	☐ Civil Engineering	☐ TDLR Services
☐ Space Planning	☐ Structural Engineering	☑ QA/QC
☐ Landscape Architecture	☐ MEP/Commissioning	☑ Permitting
☐ Roofing/Waterproofing	☐ Environmental Engineering	☐ Surveying
☐ Cost Estimating	☐ SUE	
☐ Construction Inspection *(requires signature of CSD Manager)*:	Date	
☐ Job Order Contract *(requires signature of CCO Division Manager)*:	Date	
☐ Other, please explain:		

F. APPROVAL SECTION

Signatures: *(electronic, digital, or ink)*	**Delivery Method Approval** (Initial)	**Print and Sign Name**	**Date**
Project Manager/RL Manager		Ngoc-Minh Bruce MinhBruce	6/17/19
PW Division Manager or Sponsor Manager			
Authorized Finance Representative (Sponsor)		Wendy L. Harrison, Financial Manager II Wendy L Harrison	6/12/19
CCO Supervisor			
CCO Division Manager			
CCO Deputy Officer			
CCO Officer			

Email completed form to: CCOConstruction@austintexas.gov or CCOProfessionalServices@austintexas.gov

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AUSTIN PUBLIC LIBRARY 2018 CIP BOND PACKAGE "C" (CSP)
ATTACHMENT "A"

CIP ID # & PROJECT LOCATION

11983.001 OLD QUARRY BRANCH RENOVATION
7051 Village Center Dr.
Austin, Texas 78731

12702.001 LITTLE WALNUT CREEK RENOVATION
835 W. Rundberg Ln.
Austin, Texas 78758

12704.001 MANCHACA RD. ROOF REPLACEMENT / RENOVATION
5500 Manchaca Rd.
Austin Texas 78745

11981.001 WILLIE MAE KIRK RENOVATION
3101Oak Springs Dr.
Austin Texas 78702

12703.001 ST.JOHN BRANCH
7500 Blessing Ave.
Austin Texas 78752

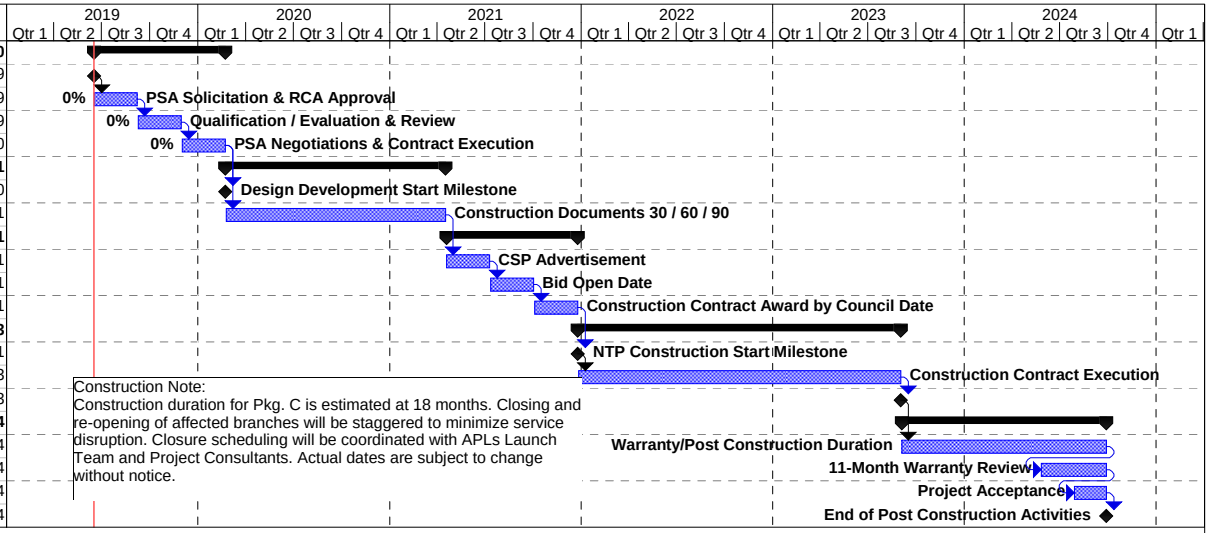
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Attachment B
Package "C" Interior Renovation (CSP)
Sponsor Department: Austin Public Library

FDU Number		Object Code	Activity Code	Reporting Code	Funding Amount	%	Source Type
Design	AOQ 8122 8507 2201	5590		2800	$ 63,360	100	CIP
Design	ALW 8122 8507 2202	5590		2800	$ 176,884	100	CIP
Design	AMR 8122 8507 2304	5590		2800	$ 186,209	100	CIP
Design	AWK 8122 8507 2203	5590		2800	$ 87,038	100	CIP
Design	ASJ 8122 8507 2204	5590		2800	$ 171,770	100	CIP
				Total	$ 685,261		

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ID	Task Name	Duration	Start	Finish
1	**1 Preliminary Phase**	**180 days**	**Mon 6/17/19**	**Fri 2/21/20**
2	1.1 Project Start Milestone	0 days	Mon 6/17/19	Mon 6/17/19
3	1.2 PSA Solicitation & RCA Approval	60 days	Mon 6/17/19	Fri 9/6/19
4	1.3 Qualification / Evaluation & Review	60 days	Mon 9/9/19	Fri 11/29/19
5	1.4 PSA Negotiations & Contract Execution	60 days	Mon 12/2/19	Fri 2/21/20
6	**2 Design Phase**	**300 days**	**Fri 2/21/20**	**Fri 4/16/21**
7	2.1 Design Development Start Milestone	0 days	Fri 2/21/20	Fri 2/21/20
8	2.2 Construction Documents 30 / 60 / 90	300 days	Mon 2/24/20	Fri 4/16/21
9	**3 Bid/Award/Execution Phase (CSP)**	**180 days**	**Mon 4/19/21**	**Fri 12/24/21**
10	3.1 CSP Advertisement	60 days	Mon 4/19/21	Fri 7/9/21
11	3.2 Bid Open Date	60 days	Mon 7/12/21	Fri 10/1/21
12	3.3 Construction Contract Award by Council Date	60 days	Mon 10/4/21	Fri 12/24/21
13	**4 Construction Phase**	**440 days**	**Fri 12/24/21**	**Fri 9/1/23**
14	4.1 NTP Construction Start Milestone	0 days	Fri 12/24/21	Fri 12/24/21
15	4.2 Construction Contract Execution	440 days	Mon 12/27/21	Fri 9/1/23
16	4.3 Substantial Completion Date	0 days	Fri 9/1/23	Fri 9/1/23
17	**5 Post Construction Phase**	**280 days**	**Mon 9/4/23**	**Fri 9/27/24**
18	5.1 Warranty/Post Construction Duration	280 days	Mon 9/4/23	Fri 9/27/24
19	5.2 11-Month Warranty Review	90 days	Mon 5/27/24	Fri 9/27/24
20	5.3 Project Acceptance	45 days	Mon 7/29/24	Fri 9/27/24
21	5.4 End of Post Construction Activities	0 days	Fri 9/27/24	Fri 9/27/24



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Recommendation for Action

File #: 20-1405, **Agenda Item #:** 8. 3/12/2020

Posting Language

Authorize negotiation and execution of a professional services agreement with MWM Design Group, Inc. (WBE) (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP286 to provide architectural services for Branch Library Interior Renovations in amount not to exceed $685,000.

[Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.].

Lead Department

Capital Contracting Office

Managing Department

Austin Public Library

Fiscal Note

Funding is available in the Fiscal Year 2019-2020 Capital Budget of the Austin Public Library.

Purchasing Language:

Staff recommendation is the most qualified firm out of three firms evaluated through the City's qualification-based selection process.

For More Information:

Inquiries should be directed to the City Manager's Agenda Office, at 512-974-2991 or AgendaOffice@austintexas.gov <mailto:AgendaOffice@austintexas.gov>.

NOTE: Respondents to this solicitation, and their representatives, shall direct inquiries to Rolando Fernandez, 512-974-7749, Beverly Mendez, 512-974-3596, or the Project Manager, Minh Bruce, 512-974-7493.

Additional Backup Information:

This is a 2018 Bond Funded item.

For the past three decades the City has been one of the fastest-growing cities in the United States. According to 2017 Census Data estimates, the rapid pace of population expansion is expected to continue over the next two decades. Smart growth and sustainability standards continue to be major contributors to the quality of life afforded to City residents. Public expectations are that the City will continue as a nationally recognized leader within the green movement and in providing library services that are rated as above national average. The Library facilities are public-facing facilities that contribute directly to quality of life expectations afforded our City residents and guests.

The Austin Public Library Capital Improvement Program consist of rehabilitation projects identified as

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necessary to meet current service demands. The rehabilitation projects are in direct response to the growth demands placed on existing physical assets by a burgeoning population and guidepost established by City Council's Strategic Direction 2023.

The selected firm will provide architectural design, civil and structural engineering, mechanical, electrical and plumbing services from design, construction and warranty to rehabilitate the Old Quarry Branch, Little Walnut Creek Branch, Manchaca Branch, Willie Mae Kirk Branch, and St. John Branch libraries. The work at the individual branches is more substantial and beyond routine maintenance. The Library's Interior Renovations program combines five library branch projects with similar modernization and refurbishment scopes of work. The work requires project designs that are reflective of the emerging architectural styles of our region and aligns with City initiatives including citizen participation in the design processes, Art in Public Places, and project team participation by minority and women-owned businesses.

The program consists of selective demolition and renovations that include interior finishes, floor finishes and base, new suspended ceilings and electrical service, lighting and plumbing, new gypsum drywall assemblies, storefront window systems and new furnishings. The program includes miscellaneous asbestos abatement, compliance with current Americans with Disabilities Act (ADA) and the City's sustainability objectives.

The branches slated for renovation will have to close during the construction period. Branch closure in turn will impact public access to library services at the affected branches. Branch closure and construction will be tightly coordinated and staggered to minimize disruption to access, on-going programs and services.

Should the item not be approved, the capital needs resulting from deferred maintenance and aging buildings could result in significant component failures and major structural rehabilitation of existing building systems, such as HVAC equipment, roofs, driveways, parking lots, and other equipment necessary for facility and occupant operations.

TOP RANKED FIRM: MWM Design Group, Inc. (WBE/FW) is located in Austin, TX

Government that Works for All, Culture and Lifelong Learning.

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M/WBE Summary

Participation subgoals stated in the solicitation were 1.90% African American; 9.00% Hispanic; 4.90% Native Asian; 15.80% WBE. The Top-Ranked firm provided a MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department. The Second Ranked firm provided a MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department.

Public notice was given for this Request for Qualifications CLMP286 Branch Library Interior Renovations, through the City's Vendor Connection web portal. Three firms submitted qualifications statements and responses were opened on December 11, 2019. Of the three of submittals received two of the firms submitting were certified MBE/WBE.

TOP RANKED FIRM: MWM Design Group, Inc. – Total Participation:

		82.20%
WBE TOTAL – PRIME		
(FW) MWM DesignGroup, Inc. Austin, TX		82.20%
MBE TOTAL – SUBCONSULTANTS		15.80%
African American Subtotal		1.90%
(MB) Adisa Public Relations, Austin, TX	(Public Information Services, Public Relations Consulting)	1.90%
Hispanic Subtotal		9.00%
(MH) Jose I. Guerra, Inc., Austin, TX	(Structural Engineering)	8.00%
(MH) Altura Solutions, LP, Austin, TX	(Compliance Consulting, American Disability Act (ADA))	1.00%
Native/Asian Subtotal		4.90%
(MA) Encotech Engineering Consultants, Inc., Austin, TX	(Electrical Engineering)	4.90%
WBE TOTAL – SUBCONSULTANTS		2.00%
(FW) Baer Engineering & Environmental Consulting, Inc., Austin, TX	(Environmental Engineering, Environmental Consulting)	1.00%
(FW) Project Cost Resources, Austin, TX	(Cost Estimating)	1.00%

SECOND RANKED FIRM: Jaime Beaman, AIA, Inc., dba, CasaBella Architects– Total Participation:

MBE TOAL – PRIME		74.00%
(MH) Jaime Beaman, AIA, Inc. Dba CasaBella Architects, Austin, TX		74.00%
MBE TOTAL – SUBCONSULTANTS		9.00%
African American Subtotal		2.00%
(MB) Kings Struarchural, Inc., Round Rock, TX	(Structural Engineering)	2.00%
Hispanic Subtotal		2.00%
(MH) Steinman Luevano Structures LLP, Austin, TX	(Structural Engineering)	2.00%
Native/Asian Subtotal		5.00%

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(MA) Encotech Engineering Consultants Inc., Austin TX	(Electrical & Mechanical Engineering)	5.00%
WBE TOTAL – SUBCONSULTANTS		16.00%
(FW) Bothne Engineering, Leander, TX	(Electrical & Mechanical Engineering)	5.00%
(FW) Gessner Engineering, Georgetown, TX	(Civil Engineering)	5.00%
(FW) Project Cost Resources, Katy, TX	(Cost Estimating Services)	2.00%
(FW) Coleman & Associates, Austin, TX	(Electrical & Mechanical Engineering)	3.00%
(FA) Aeparmia Engineering, Austin, TX	(Building Permit Services)	1.00%
NON M/WBE TOTAL - SUBCONSULTANTS		1.00%
Jensen Hughes, Austin, TX	(Fire & Safety Services)	1.00%

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Capital Contracting Office
Evaluation of Consultant Qualifications

COMPOSITE EVALUATION MATRIX

Received: **December 11, 2019**

Project: **CLMP286 Branch Library Interior Renovations**

Project Manager: **Minh Bruce**

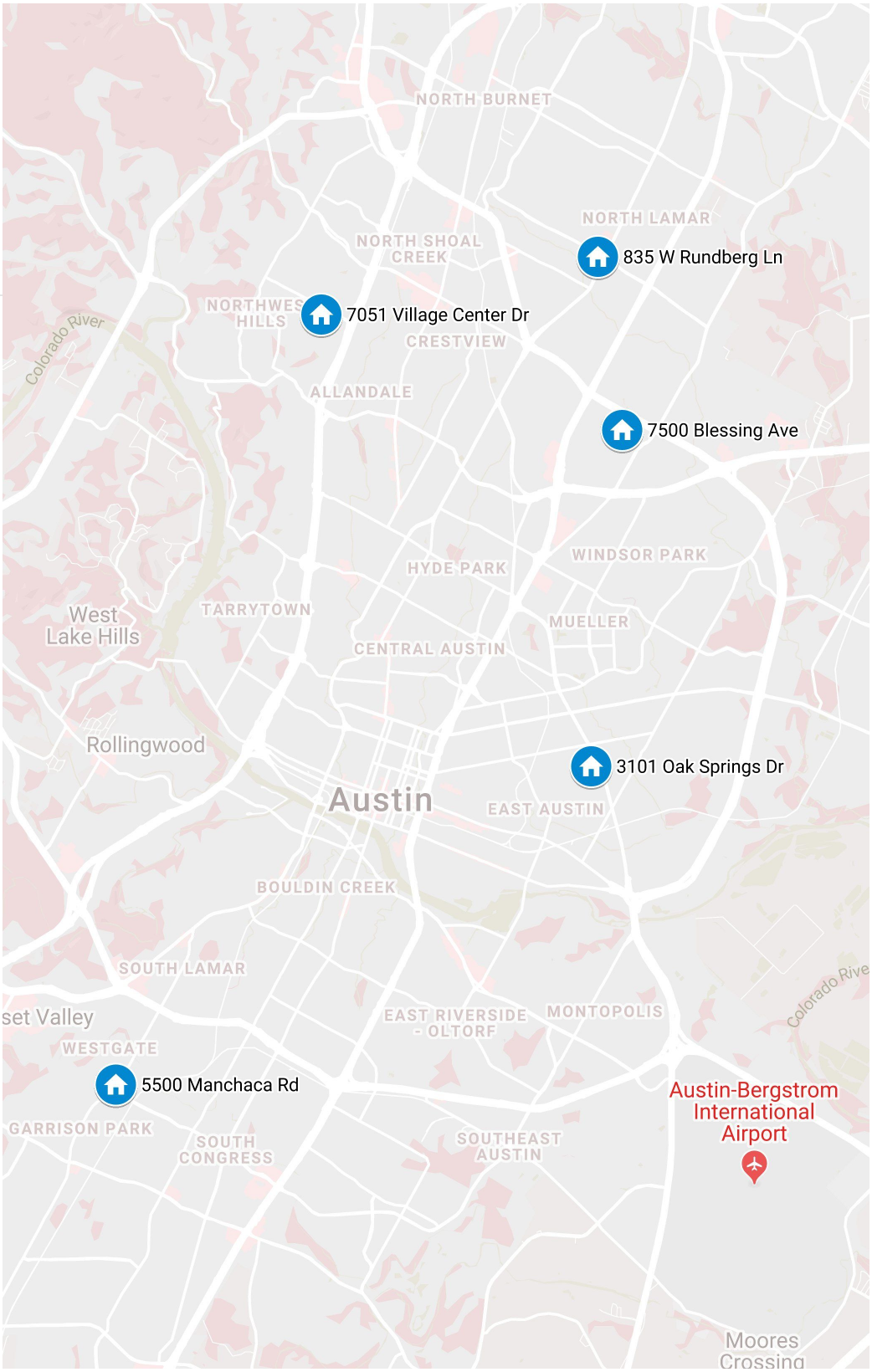
Firm (or Joint Venture)	Item 1 [Yes or No] MBE/WBE Procurement Program	Item 2 [Yes or No] Turned in all Required Documents	Item 3a [10] Team's Structure	Item 3b [20] Team's Approach	Item 4 [20] Project Manager Project Professional and Project Principal Experience			Item 5 [15] Prime Firm's Comparable Project Experience	Item 6 [15] Major Scopes of Work Comparable Project Experience	Item 7 [10] Team's Experience with Austin Issues	Item 8 [10] COA Experience with Prime	[100] TOTAL POINTS	RANK
					PMgr [10]	PProf [6]	Pprinc. [4]						
MWM Design Group, Inc. (WBE/FW)	Y	Y	9.20	17.10	9.60	5.20	3.70	13.75	13.85	9.55	8.50	90.45	1
Jaime Beaman, AIA, Inc., dba, CaseBella Architects (MBE/MH)	Y	Y	8.50	16.20	7.40	5.40	3.70	11.75	11.85	9.10	8.58	82.48	2
Heimsath Architects	Y	Y	8.50	14.60	8.10	4.60	3.60	12.05	12.75	8.80	8.48	81.48	3

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CLMP286 Libraries

Libraries

- 835 W Rundberg Ln
- 5500 Manchaca Rd
- 7051 Village Center Dr
- 7500 Blessing Ave
- 3101 Oak Springs Dr



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AUSTIN CITY COUNCIL **REGULAR MEETING**
MINUTES **THURSDAY, MARCH 12, 2020**

Invocation: Imam Islam Mossaad

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, March 12, 2020 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Adler called the Council Meeting to order at 10:18 a.m. Council Member Harper-Madison was absent.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the Austin City Council special called meeting of February 11, 2020, special called of February 12, 2020, special called of February 13, 2020, work session of February 18, 2020, and regular meeting of February 20, 2020.
   The motion to approve the minutes of the Austin City Council special called meeting of February 11, 2020, special called of February 12, 2020, special called of February 13, 2020, work session of February 18, 2020, and regular meeting of February 20, 2020 was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

2. Approve an ordinance directing the City Manager to negotiate and execute all documents and instruments necessary or desirable to sell approximately 0.021 acre or 912 square feet of land out of the Thomas Anderson Survey No. 17, Travis County, Texas, to the State of Texas acting by and through the Texas Transportation Commission for the project known as the Oak Hill Parkway, located at or near the intersection of West US 290 and McCarty Lane, conveyed by warranty deed to the City of Austin Electric Utility Department and recorded in Volume 11591, Page 1325, for the amount of $6,384. District(s) Affected: District 8.
   Ordinance No. 20200312-002 was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

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3. Authorize reimbursement of costs to Ascension Seton for the purchase and installation of heat exchangers and associated piping required to interconnect the Seton Medical office building to the Mueller District Cooling System, in an amount not to exceed $713,880.
The motion authorizing reimbursement of costs to Ascension Seton was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

4. Authorize award and execution of a construction contract with M.A. Smith Contracting Company, Inc., for the Rutherford Lane Campus Parking Lot Improvements project in the amount of $1,899,463.00, plus an $189,946.30 contingency, for a total contract amount not to exceed $2,089,409.30. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 8.32% MBE and 1.05% WBE participation.]. District(s) Affected: District 1.
This item was withdrawn on consent on Council Member Tovo's motion, Council Pool's second on a 10-0 vote.

Item 5 was pulled for discussion.

6. Authorize award and execution of a construction contract with MGC Contractors, Inc. for the North Austin Reservoir and Pump Station Improvements projects in the amount of $39,410,000 plus a $3,941,000 contingency, for a total contract amount not to exceed $43,351,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 30.96% MBE and 1.72% WBE participation.]. District(s) Affected: District 7.
The motion authorizing the award and execution of a construction contract with MGC Contractors, Inc. was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

7. Authorize negotiation and execution of a professional services agreement with the following five staff recommended firms (or other qualified responders) for Request for Qualifications Solicitation No. CLMP288: HDR Engineering, Inc., Jacobs Engineering Group, Inc., Stanley Consultants, Inc., Stantec Consulting Services, Inc., and Jose I. Guerra, Inc.(MBE) for engineering and technical services for the 2020 Engineering Services for Austin Energy Plants and Distribution Systems Rotation List in an amount not to exceed $12,000,000. [This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 13.70% MBE and 13.80% WBE participation.]. District(s) Affected: District 1, District 4.
The motion authorizing negotiation and execution of a professional services agreement with HDR Engineering, Inc., Jacobs Engineering Group, Inc., Stanley Consultants, Inc., Stantec Consulting Services, Inc., and Jose I. Guerra, Inc., or other qualified responders was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

8. Authorize negotiation and execution of a professional services agreement with MWM Design Group, Inc. (WBE) (staff recommendation) or one of the other qualified responders for Request

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for Qualifications Solicitation No. CLMP286 to provide architectural services for Branch Library Interior Renovations in amount not to exceed $685,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.]. District(s) Affected: District 3, District 4, District 5, District 10.

The motion authorizing negotiation and execution of a professional services agreement with MWM Design Group, Inc. or one of the other qualified responders was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

9. Authorize negotiation and execution of a professional services agreement with Terracon Consultants, Inc., or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP287, to provide roof replacement and system upgrade services for Branch Library Roof Replacement and System Upgrades project, in an amount not to exceed $535,357. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.]. District(s) Affected: District 1, District 3, District 6, District 7, District 10.

This item was withdrawn on consent on Council Member Tovo's motion, Council Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

10. Authorize negotiation and execution of a professional services agreement with Baer Engineering and Environmental Consulting, Inc. (WBE), for Request for Qualifications Solicitation No. CLMP287, to provide roof replacement and system upgrade services for Branch Library Roof Replacement and System Upgrades project, in an amount not to exceed $535,357. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 25.00% MBE and 75.00% WBE participation.]. District(s) Affected: District 1, District 3, District 6, District 7, District 10.

The motion authorizing negotiation and execution of a professional services agreement with Baer Engineering and Environmental Consulting, Inc. was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

11. Approve a resolution related to an application by Vi Collina, LLC, or an affiliated entity, for housing tax credits for a multi-family development that will be financed through the private activity bond program to be known as Vi Collina, located at or near 2401 East Oltorf Street, within the City. District(s) Affected: District 3.

This item was postponed on consent to March 26, 2020 on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

12. Approve a resolution related to an application by Austin Leased Housing Associates IV, Limited Partnership, or an affiliated entity, for housing tax credits for a multi-family development that

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-605804

Date Filed:
04/08/2020

Date Acknowledged:
4-20-20

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MWM DesignGroup
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CLMP286
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warner, Debbie	Austin, TX United States	X	
Mendez, Eduardo	Austin, TX United States	X	
Harrod, Julia	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julia Harrod, and my date of birth is [redacted].

My address is 9002 Westerkirk Drive (street), Austin (city), TX (state), 78750 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 8th day of April (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frost Insurance Austin
401 Congress Ave., #1400
Austin TX 78701

CONTACT NAME: Todd Durst
PHONE (A/C, No, Ext): 512-473-4612 **FAX (A/C, No):** 512-473-4555
E-MAIL ADDRESS: Todd.Durst@frostinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MWMDE-1
MWM Design Group Inc.
305 East Huntland Drive #200
Austin TX 78752

COVERAGES **CERTIFICATE NUMBER:** 1635679655 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			[redacted]	4/4/2020	4/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			[redacted]	4/4/2020	4/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	4/4/2020	4/4/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per project aggregate limit is applicable where required by written contract.
The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract with the Named Insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER
City of Austin
PO Box 1088
Austin TX 78767

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lance Vaul

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Client#: 133839 MWMDESIG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/01/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
7600-C No. Capital of Tx. Hwy. #200
Austin, Texas 78731

CONTACT NAME: Debi Wylie
PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782
E-MAIL ADDRESS: debra.wylie@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Argonaut Insurance Company	19801
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MWM Design Group, Inc.
305 E. Huntland
Suite 200
Austin, TX 78752

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol			[redacted] Retro:10/01/80	03/30/2020	03/30/2021	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

CERTIFICATE HOLDER
City of Austin
P.O. Box 1088
Austin, TX 78767

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James E. Zimmerman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
David Carothers
c/o Praxiom Risk Management, LLC
123 West Bloomingdale Avenue #300
Brandon, FL 33511

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 350-7729 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Nextep, Inc. and Nextep Business Solutions, Inc.
1800 North Interstate Drive
Norman, OK 73072

COVERAGES **CERTIFICATE NUMBER:** 20OK505949080 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	[redacted]	08/01/2020	08/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	08/01/2020	08/01/2021	**Client#** 1515-TX	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Alt. Emp: MWM Design Group, Inc.
305 E Huntland Dr #200
Austin, TX 78752

Waiver of subrogation in favor of City of Austin

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

City of Austin
Contract Management Department
505 Barton Springs Rd., #1045
Austin, TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David E. Carothers

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Austin Contract Management Department 505 Barton Springs Rd., #1045 Austin, TX 78704	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/08/2020 Policy No:. [redacted] Endorsement No:

Insured: Nextep, Inc. and Nextep Business Solutions, Inc. Premium: $
1800 North Interstate Drive

Insurance Company: American Zurich Insurance Company

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☒ Specific Waiver

   City of Austin
   Contract Management Department
   505 Barton Springs Rd., #1045
   Austin, TX 78704

   ☐ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   Waiver of subrogation in favor of City of Austin

3. Premium:
   The premium charge for this endorsement shall be $0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

   No Charge

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/01/2020 Policy No: [redacted] Endorsement No:

Insured: Nextep, Inc. and Nextep Business Solutions, Inc. Premium: $

Insurance Company: American Zurich Insurance Company

Countersigned by

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

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(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

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operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

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enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

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However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

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settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

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insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

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f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

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The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

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(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

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(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

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nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   - **a. (1)** Radio;
   - **(2)** Television;
   - **(3)** Billboard;
   - **(4)** Magazine;
   - **(5)** Newspaper; or
   - **b.** Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   - **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   - **b.** An interactive conversation between or among persons through a computer network.
2. "**Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   - **a.** Injury;
   - **b.** Sickness; or
   - **c.** Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
   - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   - **c.** All other parts of the world if the injury or damage arises out of:
     - **(1)** Goods or products made or sold by you in the territory described in **a.** above;
     - **(2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
     - **(3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **a.** Refusal to employ that person;
   - **b.** Termination of that person's employment; or
   - **c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - **a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    - **b.** You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    - **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

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Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

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(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

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ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. **"Volunteer worker"** means a person who
    - **a.** Is not your "employee";
    - **b.** Donates his or her work;
    - **c.** Acts at the direction of and within the scope of duties determined by you; and
    - **d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"Your product"**:
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
25. **"Your work"**:
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
        - **(2)** The providing of or failure to provide warnings or instructions.

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SAM Search Results
List of records matching your search for :

Search Term : mwm designgroup inc*
Record Status: Active

No Search Results

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DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 2/28/18

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

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City of Austin
Purchasing Office
CURRENTLY SUSPENDED AND DEBARRED VENDORS

Vendor Name	Vendor Address	Certified	Type of Action	Length	Period	Comments

NONE AT THIS TIME

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List of Companies that Boycott Israel Pursuant to Chapter 808 of the Texas Government Code May 8, 2019

Company Name	ISSUERID	SEDOL	ISIN
Co-Operative Group Limited	IID000000002241186	BFXWHQ2	GB00BFXWHQ29
DNB ASA	IID000000002150825	4263304	NO0010031479
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	BYZZBB5	XS1217882171

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QUALITY CONTROL PLAN

PROJECT SPECIFIC

ALL SECTIONS MUST BE EDITED BY CONSULTANT TO MEET SPECIFIC PROJECT NEEDS.

Date: April 17, 2020

The City of Austin (COA) requires detailed responses on this Quality Control Plan (QCP) for the Consultant's performance of all work on the following Project:

Project Name: Branch Library Interior Renovations

Location: 7051 Village Center Dr, 835 W Rundberg Ln, 5500 Menchaca Rd, 3101 Oak Springs Dr, 7500 Blessing Ave

Solicitation #: CLMP286

CIP ID #: Click to enter response.

Contract #: Click to enter number (MA/CT/DO).

COA PM: Minh Bruce

COA Sponsor Dept.: APL

The Work consists of: Renovations at five existing branch libraries.

Consultant Name: MWM DesignGroup

Consultant Contact Information: 305 East Huntland Drive
Suite 200
Austin, Texas 78752
owenh@mwminc.com

Consultant's TBPE and/or TBAE firm number: Click to enter response.

This QCP document has been reviewed by a Principal of the Consultant Firm and members of the Project Design Team (PDT) and Independent Technical Review Team (ITRT). By signing below, the Consultant is certifying compliance with this QCP.

Principal Signature	PDT Signature	ITRT Signature
Julia M. Harrod, PE	W. Owen Harrod PhD, AIA	Brian Wells, PE
Principal Printed Name	PDT Printed Name	ITRT Printed Name

1. Management/Organization Structure

a. An organization chart is attached to this QCP and it demonstrates the independence of the ITRT from the PDT, identifies if the ITRT is internal or external to the design consulting firm, and shows the ITRT reporting to a

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management level equal to (or higher than) the PDT: ☒ Yes

b. Resumes for all members of the ITRT are attached to this QCP and establish that ITRT members have proper credentials and QA/QC experience: ☒ Yes

c. New resumes for ITRT staff member will be provided during the project if the ITRT staff members identified in this QCP change: ☒ Yes

2. Quality Control Procedures and Documentation

a. Describe the QAQC communication plan below, including how problems will be identified, tracked, followed-up on, and resolved. It includes details of the procedures for QC design checks and reviews, specifically addressing the correct application of methods, validity of data/assumptions, accuracy of calculations, completeness of documentation, and special project components.

The ITRT will be led by Brian Lee Wells, PE, MWM's Design Operations Manager. Brian is responsible for leading MWM's QAQC for all design service groups, and reports to the MWM Project Principal, Julia Harrod, PE.

All identified problems, which internally or externally identified, are tracked in the project review documents and checked by the ITRT before the next deliverable, to ensure appropriate resolution. All QCP comments will be documented with responses noted. No comments will be deleted. Resolution of all comments and issues will be recorded. Documentation of each review will be maintained.

At or prior to the first deliverable startup meeting, the ITRT identifies design elements that require design reviews, which occur prior to, and separate from, deliverable production reviews. These elements, as recorded in the minutes of the startoff meeting, will inform the development of the deliverable schedule for the project. Design reviews, occurring at these milestones, may include method application, validity of data/assumptions, accuracy of calculations, completeness of documentation, or special project components, as relevant to an individual scope of work. Design reviews, in the form of redlined and annotated text and/or drawings are retained in the project files, and serve as a checklist for the completion of each deliverable.

b. Describe how the ITRT will confirm that the design documents meet the COA’s needs and result in a project that is biddable, constructible, operable, environmentally sound, and cost effective.

The ITRT reviews the project scope with the PDT during the Project Startup process, so that the QAQC process ensures that the design meets the COA's needs identified in the project scope. All members of the ITRT have extensive experience in construction administration, and review the documents for bidding, construction, operations, environmental concerns, and cost effectiveness.

c. COA will be able to track, using QCP records, each executed step of the QAQC process, and all of the Consultant’s files will be auditable and

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available to COA upon request: ☒ Yes

3. Schedule

Provide a design schedule below (or attached) that is realistic, detailed, and reflects an accurate understanding of all work and review elements of this project. Include the following:

- Sequence of tasks to be completed within the time period specified by COA
- Type and frequency of submittals consistent with the Supplemental Agreement
- Design submittal dates to COA and time for revisions to Consultant's internal QA/QC comments prior to submittals to COA
- Time for all applicable COA reviews (Project Management Division, Quality Management Division, Development Services Department, Sponsor Department, etc.)

Production reviews occur at each project deliverable, including all scheduled submittals per the requirments of the contract (Draft Report and Final Report). Design reviews occur prior to the production deliverable.

See attached schedule

NOTE: At the completion of the project, a certified statement signed by a Principal of the Consultant Firm, and a member of both the PDT and the ITRT is required to be submitted to COA verifying compliance with this QCP for all phases of the project.

Upon completion of this form, please email the QCP to the **COA Project Manager** assigned to this project and copy the **Quality Management Division** at QMD@austintexas.gov. If you have any questions regarding the QCP form, you may contact the Quality Management Division at QMD@austintexas.gov.

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CLIENT

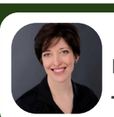
City of Austin

PROJECT MANAGEMENT



PROJECT MANAGER
W. Owen Harrod
PhD, AIA, LEED AP BD+C
90607 Architecture Services
Sustainable Design LEED

EXECUTIVE OVERSIGHT



PROJECT PRINCIPAL
Julia Harrod, PE, F.NSPE

QA | QC



DESIGN OPERATIONS MANAGER
Brian Wells, PE

DESIGN TEAM

ARCHITECTURE | **MWM DesignGroup**



Mary Franzosa
AIA, LEED AP BD+C
90607 Architecture Services
Sustainable Design LEED



Samantha Mathew, AIA
90607 Architecture Services
90652 Interior Design, Space Planning

MEP ENGINEERING| **Encotech**



Lucas Stockburger, PE
92567 Mechanical Engineering



Sharon Bickford, PE
92531 Electrical Engineering



Sarah Migl, PE
Plumbing Engineering

STRUCTURAL ENGINEERING| **Jose I. Guerra**



Ken Hanks, PE
92588 Structure Engineering



Yan Cheung, PE
92588 Structure Engineering

COMMUNITY ENGAGEMENT | **Adisa Communications**



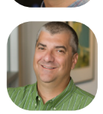
Shuronda Robinson
91826 Communications: Public Relations Consulting

DESIGN SUPPORT TEAM

INTEGRATED SERVICES | **MWM DesignGroup**



CIVIL ENGINEERING
Jason Bass, PE, LEED AP
92517 Civil Engineering
Sustainable Design LEED



LANDSCAPE ARCHITECTURE
David Cazares, ASLA, LEED AP
90656 Landscape Architecture
Sustainable Design LEED

ENVIRONMENTAL ENGINEERING | **BAER**



Jennifer Lueckemeyer
92535 Environmental Engineering

COST ESTIMATING | **Project Cost Resources**



Greg Edwards
96121 Cost Estimating

COMPLIANCE CONSULTING | **Altura**



Jesus Ladizabal
91825 Compliance Consulting ADA

PERMITTING | **MWM DesignGroup**



Mark Vaughan
96109 Building Permit Services

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Brian Wells, PE
QA + QC



MWM DesignGroup

Brian Wells is the Design Operations Manager at MWM DesignGroup, and has been responsible for the civil design of public projects throughout Central Texas. Brian Wells has been working primarily on public facilities projects throughout his engineering career. He has provided overall Project Management and coordination as well as civil engineering design for these facilities. Brian understands the need for comprehensive coordination among the design team and City as well as integration of project stakeholder input. His experience in public facilities encompasses a variety of project types, both new and renovation, including municipal buildings (school and university expansions and renovations, and park headquarter renovations) and infrastructure (sidewalks, roadway, water, wastewater, storm drainage, flood mitigation, and water quality).

In his role as Design Operations Manager, he often serves as the Quality Assurance/ Quality Control (QA/QC) team lead, as he will on this project. His QC reviews are thorough and well documented, providing clients assurance that the construction documents are well prepared and coordinated among disciplines.

RELEVANT PROJECT EXPERIENCE

Rutherford Lane Campus Parking Lot Improvements, City of Austin

Forrest Ridge Reservoir Improvements, City of Austin

Leuthan Lane Reservoir Improvements, City of Austin

Phase V Women's Locker Room Improvements, City of Austin

Large General Civil Rotation List (2011): Polygon 167 Water Improvements, Citywide Sidewalk Master Plan Update, City of Austin

General Civil Rotation List (2009-2011): Group 21 Storm Drain Improvements; Cherrywood Watershed Study, City of Austin

Water + Wastewater System Pipeline Engineering IDIQ (2008-2011): S IH35 Segment 8 Waterline; S IH35 Segments 2&5 Waterline, City of Austin

General Civil Rotation programs (2000-2003): FM1825 W/WW Improvements; Del Valle Annexed Areas; Wastewater Line Redesign, City of Austin

Waller Creek Tunnel Project: Construction Management, City of Austin

Rundberg Lane Expansion and Extension, Burnet to Metric, City of Austin

Lamar Boulevard Street Reconstruction, Town Lake to 24th Street: Wastewater Replacements, City of Austin

Transmission Main: Construction Management, Jollyville

Bastrop County WCID #1 Water Improvements, McDade

Headquarters Site Improvements, Texas Parks and Wildlife

Tuscany Way Connector, US290 to Springdale, Travis County

Reimers Ranch Park, Travis County

Lake Bastrop South Shore Park, LCRA

Howard Lane I, Dessau to Cameron, Travis County

Ferguson Lane, Travis County

EDUCATION
Bachelors of Science in Civil Engineering, University of Texas at Austin, 1996

PROFESSIONAL
Registered Engineer
State of Texas, No. 89517

ASSOCIATION
American Society of Civil Engineers (ASCE)

Texas Floodplain Managers Association (TFMA)

FIRM AFFILIATION
Since 1997
Associate
Sr. Project Manager
Design Operations Manager

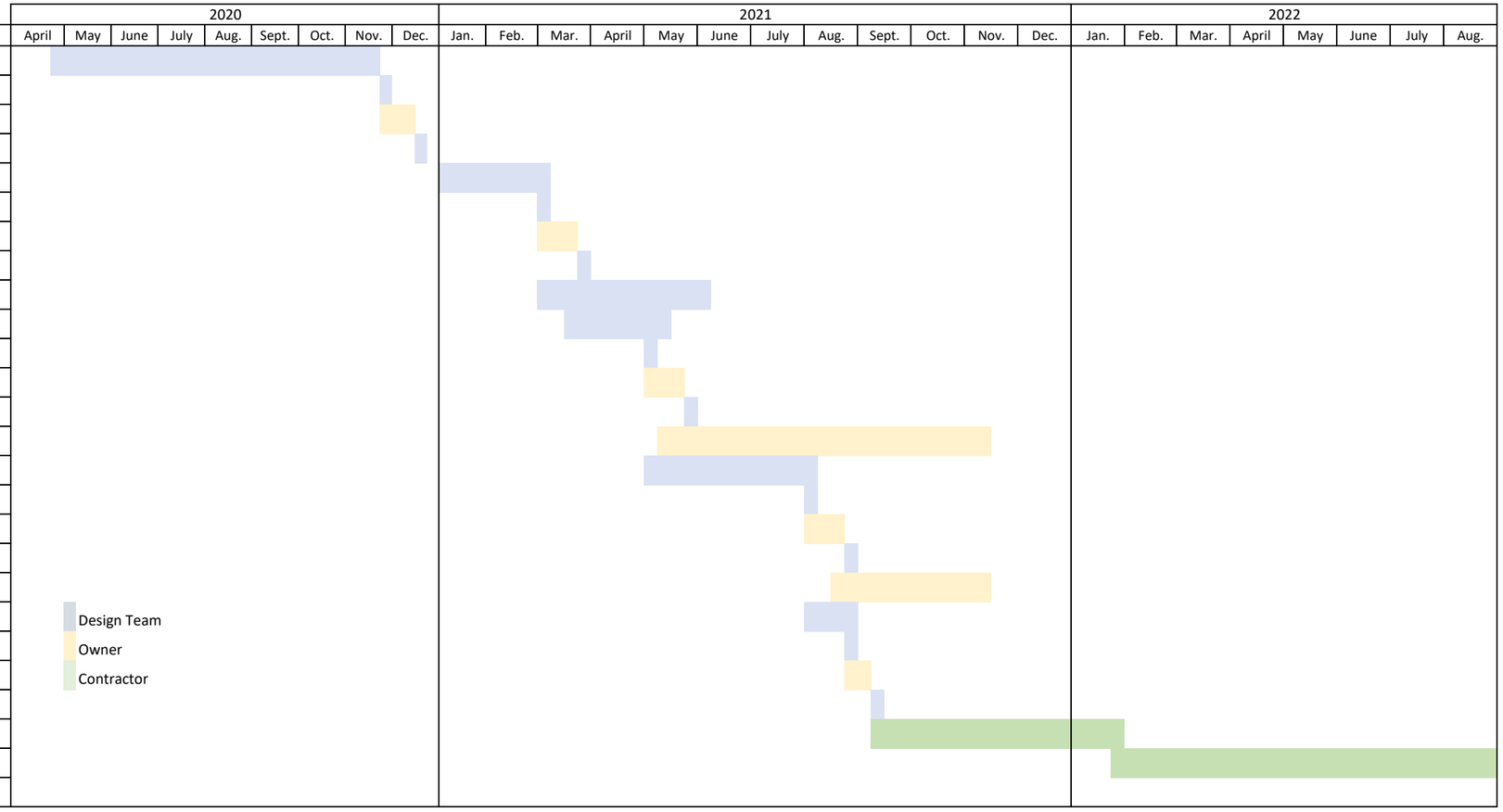
OFFICE LOCATION
Austin, Texas

YEARS EXPERIENCE
22

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Branch Library Renovations
Project Schedule
4/17/2020

	Days	Start	End
Preliminary Design	240	4/24/2020	12/20/2020
Internal QAQC and Team Response to Comments	7	12/13/2020	12/20/2020
COA QMD review of Preliminary Design submittal	21	12/20/2020	1/10/2021
Response to QMD Comments	7	1/10/2021	1/17/2021
Schematic (30%) Design	60	12/20/2020	2/18/2021
Internal QAQC and Team Response to Comments	7	2/11/2021	2/18/2021
COA QMD review of 30% Design submittal	21	2/18/2021	3/11/2021
Response to QMD Comments	7	3/11/2021	3/18/2021
Architectural Design Development (60%)	60	2/18/2021	4/19/2021
Civil Construction Documents (90%)	60	3/4/2021	5/3/2021
Internal QAQC and Team Response to Comments	7	5/3/2021	4/19/2021
COA QMD review of 60% Design submittal	21	4/19/2021	5/10/2021
Response to QMD Comments	7	5/10/2021	5/17/2021
Site Development Permit Review	180	11/3/2019	5/1/2020
Architectrual Construction Documents (90%)	90	4/19/2021	7/18/2021
Internal QAQC and Team Response to Comments	7	7/11/2021	7/18/2021
COA QMD review of 90% Design submittal	21	7/18/2021	8/8/2021
Response to QMD Comments	7	8/8/2021	8/15/2021
Building Permit Review	90	2/1/2020	5/1/2020
Architectrual Construction Documents (100%)	30	7/18/2021	8/17/2021
Internal QAQC and Team Response to Comments	7	8/10/2021	8/17/2021
COA QMD review of 100% Design submittal	7	8/17/2021	8/24/2021
Response to QMD Comments	7	8/24/2021	8/31/2021
Bidding	120	8/31/2021	12/29/2021
Construction	540	12/29/2021	6/22/2023
Warranty Phase	365	6/14/2021	6/14/2022

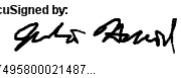
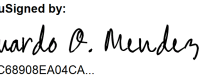


Certificate Of Completion

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Document Pages: 106
Signatures: 2
Envelope Originator:
Supplemental Document Pages: 4
Initials: 0
Kitty Tunnell, CCO
Certificate Pages: 5
AutoNav: Enabled
1860 Michael Faraday Dr.
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
kitty.tunnell@austintexas.gov
IP Address: 162.89.0.62

Record Tracking

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11/16/2020 8:25:56 AM
Holder: Kitty Tunnell, CCO
kitty.tunnell@austintexas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kitty Tunnell, CCO kitty.tunnell@austintexas.gov Procurement Specialist City of Austin - Capital Contracting Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2020 11:45:35 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/16/2020 8:41:17 AM
Certified Delivered	Security Checked	11/16/2020 11:45:02 AM
Signing Complete	Security Checked	11/16/2020 11:45:31 AM
Completed	Security Checked	11/16/2020 11:45:35 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Austin (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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How to contact Carahsoft OBO City of Austin:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: del.randall@austintexas.gov

To advise Carahsoft OBO City of Austin of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at del.randall@austintexas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carahsoft OBO City of Austin
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to del.randall@austintexas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Austin
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to del.randall@austintexas.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft OBO City of Austin as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO City of Austin during the course of my relationship with you.

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Informed Consent and Agreement
To Use Electronic Contract Documents and Signatures
("Consent and Agreement")
For Purposes of Signing a Contract with the City of Austin

Please carefully review this Informed Consent and Agreement to Use Electronic Contract Documents and Signatures for purposes of signing a contract with the City of Austin.

If you consent and agree to electronically receive, review and sign the contract documents in the envelope subject to the terms below, check the "I consent to use Electronic Contract Documents and Signatures" box and then click the "Review Document" button below.

Why We Are Asking for Your Consent

The City of Austin ("City of Austin," "City," "we," "us," 'our") must ask for and obtain your consent and agreement, on behalf of the professional engineering services, professional architectural services, construction services, or other firm or entity you represent ("Consultant," "Contractor," "you," "your") before using electronic contract documents and signatures in its relationship with you in order to create and execute, using electronic signature, the electronic contract documents that make up your contract with the City of Austin. In order to for us to send you electronic contract documents and have you electronically sign the contract, rather than signing a paper contract by hand, we need your consent.

Your Consent and Agreement and What it Means

Your consent is optional. It is solely up to you whether or not to do so. If you want to use electronic contract documents and electronic signatures to sign contracts, then you must consent and agree to the terms and conditions relating to the system and process that we will use, as set forth below. We will ask for your consent each time we send you an envelope of electronic contract documents to sign.

By checking the "I consent to use Electronic Contract Documents and Signatures" box and then clicking the "Review Documents" button below, you will be giving us your informed consent and agreement to use the electronic contract documents and electronic contract signature system and process described below to electronically receive and review and electronically sign paperless contracts and related contract documents. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen. If you do not agree to the terms of this Consent and Agreement, do not check the "I, agree..." box. Note that even if you agree now, in the future after receiving an electronic document, you will be able to choose whether or not to electronically sign that

document or ask for a paper version to sign. You may also withdraw your consent as described below.

What Documents You will Receive Electronically to Sign

By agreeing to this Consent and Agreement you will receive, review and sign electronically the agreement or contract and any related contract documents presented for execution of the contract when you click the "Review Document" button below. These electronic contract documents may include, but are not limited to the contract or agreement between you or your corporation or firm and the City of Austin. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery.

Written Notice May NOT be Delivered Electronically

Sometimes the law, and our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically. You may not send correspondence or other communications through the DocuSign system. Only contracts with the City of Austin will be executed using DocuSign.

How you will Receive Electronic Contract Documents

We will place one or more electronic contract documents that make up the agreement or contract with the City of Austin, and which will require your signature, in an electronic envelope on the DocuSign system (as described below), and a link to the envelope will be emailed to you. You will access the envelope and electronic contract documents by clicking the link in the email, reviewing the documents, and, if you choose, electronically signing the contract using the DocuSign system. You are in control of whether to sign or not sign the document. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

Withdrawing Your Consent

We will ask you for this Consent and Agreement each time we present an envelope of one or more electronic contract documents for you to sign. Once you give your Consent and Agreement for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically and you may be required to use paper contract documents and signatures. If you give your Consent and Agreement for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic contract documents in that envelope. Once you electronically sign a particular contract document, you cannot withdraw the Consent and Agreement for that document, but you can choose to not electronically sign any other documents included in the same envelope. In addition, before you complete an electronic signature of a document, you may cancel and exit the electronic signing

process before clicking the “Confirm Signing” (or other similarly titled button) and closing your browser.

Getting Paper Documents
If instead of receiving and signing electronic contract documents, you would rather use paper contract documents, you should contact us at:

Capital Contracting Office
P.O. Box 1088
Austin, TX 78767
512-974-7181

or in person:

Capital Contracting Office
505 Barton Springs Rd., Ste. 1045A
Austin, TX 78704
512-974-7181

DocuSign System
We have entered into an agreement with DocuSign, Inc. (“DocuSign”) to make the DocuSign electronic signing system available to facilitate your receipt, review and electronic signature of the contract with the City of Austin. Your use of the DocuSign system may also be subject to DocuSign’s Terms of Use available at the DocuSign website at www.docusign.com. The City of Austin and DocuSign are not affiliated with each other. We are not responsible for the DocuSign system, and we disclaim any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

Hardware and Software Requirements
In order to receive electronic contract documents and electronically sign them, you will need access to a computer or mobile device with internet service and access to an email account.

Updating Your Email Address and Other Contact information
It is your responsibility to provide us with accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. In addition, we may periodically ask you to confirm or update your email and any other information needed to contact you electronically. You may update your email address by contacting us at:

Capital Contracting Office
P.O. Box 1088
Austin, TX 78767
512-974-7181

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As a local governmental entity, the City of Austin is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. The Texas Public Information Act applies to information we receive from you as part of the electronic signature process.

The Effect of Your Consent and Agreement
By checking the "I consent to use Electronic Contract Document and Signatures" box and then clicking the "Review Documents" button below you are providing your electronic signature on this Agreement and indicating that you acknowledge, agree and demonstrate that:

- ***You have read this Consent and Agreement and understand it.***
- ***You consent to electronically receive and review, the electronic contract documents included in the electronic envelopes sent to you.***
- ***You consent to conducting business electronically for the purpose of executing the contract with the City of Austin.***
- ***Your electronic signature on any of the electronic contract documents, including this Consent and Agreement, will bind you and your firm to the contract the same as if you had signed a paper copy of the contract with an ink pen.***
- ***You represent that you are the person to which this email identity or profile is assigned.***
- ***You represent that you are the person duly authorized to sign and legally bind your company or firm to the contract with the City of Austin.***
- ***You agree that you will not allow any other person to use your email to electronically sign a contract with the City of Austin.***
- ***You understand that your e-signature is linked to a document and will become invalid if that document is changed or altered in any way.***
- ***You will not contest the validity or enforceability of any electronically signed contract because the document and your signature are in electronic form.***
- ***You understand that you should contact us to report any problem with your signing a contract or contract document.***

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SUPPLEMENTAL AMENDMENT NO. 1

Project Name: Branch Library Interior Renovations
Contract No.: SA200000009

This Supplemental Amendment shall be considered supplemental to and amendatory of the Agreement between the City of Austin ("Owner") and MWM DesignGroup, Inc. ("Consultant") entered into on November 16, 2020 for professional services required for the Branch Library Interior Renovations. This Supplemental Amendment shall be made part of the Agreement and all sections of the Agreement shall apply to this Amendment, except as amended below, as if fully written herein. The parties agree to the following changes to the Agreement:

SUPPLEMENT AND AMEND "SECTION I – CONSULTANT'S RESPONSIBILITIES" to include the following:

ADD I.E.1.n. The Consultant shall provide additional services of Phase A: Preliminary Phase services as generally described in the Agreement and more specifically detailed in Attachment 5 Scope of Services dated January 7, 2022.

ADD I.E.2.a.(v). The Consultant shall provide basic services of Phase B: Design Phase services – Schematic Design Phase as generally described in the Agreement and more specifically detailed in Attachment 5 Scope of Services dated January 7, 2022.

SUPPLEMENT AND AMEND "SECTION IV - SCOPE OF SERVICES AND RESOURCE ALLOCATION PLAN (RAP)" to include the following:

ADD IV.B.1 The Consultant agrees to complete Supplemental Amendment No. 1 services in accordance with the approved Resource Allocation Plan in Attachment 5 of this Supplemental Amendment, and applicable standard of care.

SUPPLEMENT AND AMEND "SECTION V - COMPENSATION" to include the followings:

REPLACE V.A.1.b(i)

The total amount of compensation to be paid to the Consultant will not exceed:
Two Hundred Sixty-Six Thousand Six Hundred Seventy-Eight Dollars and Ninety Cents ($266,678.90).

The total amount of compensation to be paid the Consultant for Supplemental Amendment No.1 Additional and Basic Services will be determined on a Stipulated Sum fee basis and shall not exceed **One Hundred Seventy-Four Thousand Two Hundred Ninety-Four Dollars and Eighty-Nine Cents ($174,294.89)** as generally described in the agreement and more specifically detailed in this Supplemental Amendment No.1.

Compensation for Supplemental Amendment No.1 Reimbursable Expenses shall not exceed **Three Thousand Nine Hundred Twenty-Five Dollars and Zero Cents ($3,925.00)** as generally described in the agreement and more specifically detailed in this Supplemental Amendment No. 1.

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The undersigned, by their signature, certifies that they are authorized to bind the Consultant and to fully comply with the supplemental amendment. The Consultant, by signing below, acknowledges that they have read the entire supplemental amendment and agree to be bound by the terms contained herein.

This Supplemental Amendment is executed to be effective upon the date of the last party to sign.

City of Austin, Owner
P.O. Box 1088
Austin, TX 78731

By: DocuSigned by: Kitty Mak 080A29CF49454C8...
Printed Name: Kitty Mak
Title: Procurement Specialist IV
Date: 1/19/2022

MWM DesignGroup, Inc., Consultant
305 East Huntland Drive, Suite 200
Austin, Texas 78752

By: DocuSigned by: 80749580002148 7...
Printed Name: Julia Harrod
Title: President
Date: 1/13/2022

Attest:

By: DocuSigned by: Eduardo D. Mendez A20C68908EA04CA...
Secretary, if a Corporation

END

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

Date: 7 January 2022
Subject: Professional Services Agreement
Project: Branch Libraries Renovations CLMP 286
C.I.P. No: 12702.001 Little Walnut Creek;
C.I.P. No: 11981.001 Willie Mae Kirk;
C.I.P. No: 11983.001 Old Quarry;
C.I.P. No: 12703.001 St John Branch;
C.I.P. No: 12704.001 Menchaca Road;
Owner: City of Austin
Contact: Alison Von Stein, Project Manager, Public Works, City of Austin
512-974-7217; Alison.Von-Stein@austintexas.gov
Address: 6800 Burleson Road, Bldg. 312
Suite 200 Austin, TX 78744
Enclosures: Attachment A: Breakdown of Fees – MWM DesignGroup
Attachment B: Breakdown of Fees – Encotech Engineering Consultants (MEP)
Attachment C: Breakdown of Fees – Jose I Guerra Consulting Engineers (Structural)
Attachment D: Breakdown of Fees – PCR (Cost Estimating)
Attachment E: Breakdown of Fees – Jim Whitten Roof Consulting (Roofing)
Attachment F: Breakdown of Fees – HVJ (Geotechnical)

The City of Austin in conjunction with Austin Public Library (Owner) has requested a proposal from MWM DesignGroup (MWM) for professional services pertaining to renovations at five Branch Libraries. Based on the Architectural Design Program Narratives (ADPN) previously completed by MWM under separate contract, visual site inspections and conversations with the owner, the project consists of the following scope:

12702.001 Little Walnut Creek Renovation

Base Services:

- New Entrance: Rebuild exterior stair and ramp with ADA compliant slopes and landing
- TPO overlay of existing roof
- Replacement of existing metal roofing
- New LED lighting
- ADA Improvements (per evaluations by Altura included in the ADPN)
- New flooring (“library-friendly” type, not carpet)
- New interior painting
- New ceilings
- Additional electrical outlets
- Additional data outlets (6)
- Repair sidewalk to eliminate trip hazard
- Remediate sewage back-up; install backcheck valve
- Replace AHU Units 1 through 4 only.
- Modify existing circulation desk so that staff can exit on two sides
- Add new family restroom
- Add infrastructure (120v service, conduit, junction boxes) for installation of 2 card readers

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Add Alternates:

- Meeting Room and Children's Area divider

FFE Package:

- New circulation desk

11981.001 Willie Mae Kirk Branch Library Renovation

Base Services:

- New egress door from main library space to exterior and from meeting room to exterior (required egress)
- ADA Improvements (per evaluations by Altura included in the ADPN)
- New LED lighting
- New family restroom (required to meet plumbing fixture count)
- HVAC: Add outside air to meet code and repair/replace existing exhaust fans only (required by code)
- New flooring ("library-friendly" type, not carpet)
- New interior painting
- New ceilings
- Modify existing circulation desk so that staff can exit on two sides.
- Additional electrical outlets
- Additional data outlets (6)
- Furr-out columns for new electrical and data outlets and to conceal existing conduit.
- Provide vision glazing from Children's area of the reading room into youth computer lab (Safety and Supervision concern)
- Provide vision glazing from Vestibule to Meeting Room (Safety and Supervision concern)
- Reseal glass at existing windows
- TPO overlay of existing roof
- Add infrastructure (120v service, conduit, junction boxes) for installation of 2 card readers

FFE Package:

- New circulation desk

11983.001 Old Quarry Branch Library Renovation

Base Services:

- ADA Improvements (per evaluations by Altura included in the ADPN)
- New flooring ("library-friendly" type, not carpet)
- New interior painting
- New acoustical ceiling tile (to replace "popcorn" finish. Keep all suspended wood trellis and cloud structures).
- New acoustical ceiling tile (where missing) at Meeting Room perimeter
- Remove wallpaper at Meeting Room and retexture walls.
- Additional electrical outlets
- Additional data outlets (6)
- Secure loose Telecom wiring (visible on exterior at several locations).
- Modify existing circulation desk so that staff can exit on two sides.
- Removal of trellis and vine
- Remove and replace failed insulated glass at Reading Room windows (where seal is broken, and glass is filled with debris). Window frames shall be kept.
- Repair detached and rotted wood fascia and trim (Life Safety)
- New LED lighting

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- Remove and replace windows
- TPO overlay of existing roof
- Add infrastructure (120v service, conduit, junction boxes) for installation of 2 card readers

FFE Package:

- New circulation desk

12703.001 St. John Branch (Renovation)

Base Services:

- ADA Improvements (per evaluations by Altura included in the ADPN)
- New interior painting
- Additional electrical outlets
- Additional data outlets (6)
- Add automatic door operator to existing entrance doors.
- Provide new computer desks
- Add four new computers
- Provide reduced height bookshelves for visibility to back of library from circulation desk (from FFE budget)
- Replace permanent wall signage with flexible signage
- Add infrastructure (120v service, conduit, junction boxes) for installation of 2 card readers

Add Alternates:

- New LED lighting

FFE Package:

- Provide new computer desks
- Add four new computers

12704.001 Menchaca Rd. Branch (Roof Replacement / Renovation)

Base Services:

- ADA Improvements (per evaluations by Altura included in the ADPN)
- New flooring (“library-friendly” type, not carpet)
- New interior painting
- Line interior storm drains within columns with epoxy lining (to address leakage)
- Additional data outlets (6)
- Additional electrical outlets only. No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Meeting Room Acoustical and Storage Improvements (acoustical clouds, additional storage cabinets and chair rail).
- Acoustical improvements at youth computer lab: Add additional ACT ceiling where open to structure.
- Modify existing circulation desk so that staff can exit on two sides.
- TPO overlay of existing roof
- Add infrastructure (120v service, conduit, junction boxes) for installation of 2 card readers

Add Alternates:

- New LED lighting
- Reconfiguration of staff areas/offices for quicker access to new circulation desk location.

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FFE Package:

- New Circulation desk (with access on two sides)

SUMMARY OF PROFESSIONAL SERVICES

This proposal includes professional services only through the completion of Schematic Design. A follow-on proposal will be required to continue the Branch Library Renovations Project through the completion of design, permitting, and construction.

Interior design services will be provided by MWM as required for each branch. MWM will assist in all color selections and furniture selections in conjunction with the owner's preferred furniture manufacturer.

Professional services include roof investigations and assessments at the Little Walnut Creek, Willie Mae Kirk and Old Quarry Branches to determine the viability of a TPO recover roof rehabilitation at these branches.

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

Sustainability Note

The improvements anticipated under this proposal, and as summarized above, are understood to consist of replacements in kind and limited interventions to only portions of existing facilities, not "municipal building renovations" as addressed by Council Resolution 20071129-045 in terms of work meaningfully impacting each of three major LEED checklist categories. Accordingly, this proposal has been prepared with the understanding that the proposed work would be subject to Article 5 of Resolution 20071129-045. All new work shall be specified as it would be if these were LEED silver projects and, documented in terms of applicable LEED V4.1 checklists. However the projects will not be formally submitted to USGBC.

Survey

Survey services will be limited to the areas approximately shown on Exhibit "A", "B", "C" and "D" and will be provided in accordance with following:

- Establish horizontal and vertical control based on Texas State Plane, Central Zone NAD 83 (2011) and NAVD 88. Provide a benchmark and horizontal control for use as construction baseline.
- Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to: trees (size, location, subspecies and tree tag) 8"or larger in diameter, pavement edges, pavement marking, curbs, sidewalks, ramps, fences, signs, buildings, storm drain outfall, retaining walls, headwalls, flumes, wing walls, inlets, culverts, utility poles, guys, overhead utility lines, utility meters, utility valves, fire hydrants, manholes, clean-outs, pull boxes, and other surface utility features.
- Obtain natural ground survey detail sufficient to generate 1' contours. Obtain extra pavement elevations within handicap and loading spaces to verify 2% maximum cross slope in all directions. Elevations of survey points will be on a separate layer and will not be part of the final plotted drawing.
- Provide spot elevations at top of accessible utility manhole and valve box covers.

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- Locate sufficient boundary monumentation and show approximate location of boundary/ROW lines within limits of survey. Show owner name, book and page information, subdivision name, lot and block number, TCAD parcel number and physical address of tracts along project corridor.
- Obtain title and easement report for each site and show existing easements within limits of survey.
- Provide a separate drawing for each site showing data outlined above at a scale of 1" = 20' on 22"x 34" sheet size as an AutoCAD Civil3D 2018 file utilizing the COA CAD Standards.

Geotechnical Investigation

Geotechnical services for the Little Walnut Creek Branch Library Improvements will be provided per Attachment F

Design

Design phase services, including architecture; civil engineering; landscape architecture; structural engineering; mechanical, electrical, and plumbing engineering; and cost estimation will be provided for the program scope summarized above and in accordance with the ADPN and the detailed descriptions included in Attachments B, C, and D.

Schematic Design Phase (30% Design Phase)

Upon completion of survey and geotechnical work, MWM shall complete Schematic Design documents, including plans, and specifications. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes a cost estimate in accordance with the prime contract. This proposal assumes not more than two (2) owner meetings during the schematic design phase.

SCHEDULE OF COMPENSATION

The project shall be invoiced on the following Lump Sum basis.

Task Description		Total
A. Preliminary Phase	Lump sum	**$56,726.15**
B. Design Phase	Lump sum	**$113,643.74**
C. Bid-Award-Execution Phase	Lump sum	**$0.00**
D. Construction Phase	Lump sum	**$0.00**
B-D. Design/Construction Phase	Hourly	**$0.00**
E. Post-Construction Phase	Lump sum	**$0.00**
Reimburseables		**$3,925.00**
Project Total	Lump sum	**$174,294.89**

	SURVEY	*ARCH*	*CIVIL/LA*	*MEP*	*STRUCT*	COST EST	ROOFING	*GEOTECH*
A. Preliminary Phase	*$49,920.43*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$6,805.72*
B. Design Phase	*$0.00*	*$41,180.68*	*$15,404.70*	*$33,068.88*	*$3,482.70*	*$5,632.23*	*$14,874.55*	*$0.00*
C. Bid-Award-Execution Phase	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
D. Construction Phase	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
B-D. Design/Construction Phase	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
E. Post-Construction Phase	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
Reimburseables	*$2,525.00*	*$500.00*						*$900.00*
Project Total	*$52,445.43*	*$41,680.68*	*$15,404.70*	*$33,068.88*	*$3,482.70*	*$5,632.23*	*$14,874.55*	*$7,705.72*

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Invoices will be issued monthly (or as project conditions dictate) consistent with the percentage of the work completed, in accordance with SECTION 5 – COMPENSATION of the prime agreement. Subconsultant invoices will be provided when subconsultant services are being billed for, with Subcontractor Expenditure Reports properly completed by A/E. Invoices shall be submitted on a form approved by Owner.

Reimbursable Allowance is designated in accordance with SECTION 5.2 – REIMBURSIBLE EXPENSES of the prime agreement. Reimbursables for the project shall specifically apply to reproduction, plats, deeds, and title. Reimbursables for the project shall also specifically include easement reports and the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

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.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: boundary survey; field verification of tree subspecies by arborist; research and mapping of underground utilities; location of irrigation systems; services relating to land or easement acquisition; obtaining invert elevation, elevation of pipes entering or exiting accessible sewer and storm drain structures or top elevation of valve nut of accessible valves on main lines; survey in support of SUE services provided by others; survey in support of geotechnical investigation services provided by others; survey in support of environmental surveys performed by others; construction phase surveying and other services or expenses which may become necessary for the completion of this project but which are not reasonably anticipatable at this time; Roofing; hazardous site assessments; environmental impact assessments; bore hole staking or locating; special inspection services as defined by the International Building Codes; testing (destructive or non-destructive) of system materials or components 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.

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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:

MWM DesignGroup, Inc.

12/4/2021
Date

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ATTACHMENT A

R023_002 Branch Libraries										**7-Jan-22**	
(5) Branch Libraries Renovations:											
1. Little Walnut Creek - C.I.P. No: 12702.001	3. Menchaca	5. St John Branch - C.I.P. No: 12703.001									
2. Willie Mae Kirk - C.I.P. No: 11981.001	4. Old Quarry -										
Architecture & Interiors [MWM]											
	Julia Harrod	**Owen Harrod**	**Managing**	**Professional**	**Architect**	**Supervisory**		**Admin**	**Subtask**	**Subtask**	**Task**
	Key Personnel	**Key Personnel**	**Architect**	**Architect**	**Associate**	**CAD**	**CAD Tech.**	**Specialist III**	**Subtotal**	**Subtotal**	**Subtotal**
	Principal	**Project Manager**	**III**	**I**	**II**	**V**	**I**		**Hours**	**Costs**	**Costs**
Billing Rate per Hour	**$ 310.25**	**$ 213.52**	**$ 162.40**	**$ 97.74**	**$ 100.04**	**$ 143.79**	**$ 92.63**	**$ 105.52**			
Task Description											
Design Phase (Architecture, Interiors & Permitting)									**350.83515**		**$ 41,180.68**
30% Design											
Predesign meeting		2		2					4	$ 622.52	
Preparation of base building background drawings					80	20	0.84		100.84	$ 10,956.36	
Schematic design documents		16		80	100	2	12		210	$ 22,638.66	
List of technical and special specifications		2		4					6	$ 818.00	
Internal QC	1	8							9	$ 2,018.41	
Project Management	1	12							13	$ 2,872.49	
Owner Meeting		4			4				8	$ 1,254.24	
BASIC SERVICES SUBTOTAL	**2**	**44**	**0**	**86**	**184**	**22**	**12.84**	**0**	**350.83515**		**$ 41,180.68**
Subconsultant Expenses											
MEP Total											**$ 33,068.88**
30% Design										$ 33,068.88	
Geo technical											**$ 6,805.72**
Boring and analysis										$ 6,805.72	
Structural											**$ 3,482.70**
30% Design										$ 3,482.70	
Cost Estimate											**$ 5,632.23**
Design Phase Services										$ 5,632.23	
Roof Assessment											**$ 14,874.55**
Preliminary Phase Services/Assessment										$ 14,874.55	
SUBCONSULTANT EXPENSES SUBTOTAL											**$ 57,058.36**
Reimbursable Allowance										$ 500.00	
TOTAL									**TOTAL**	**$ 98,739.04**	

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R023_002 Branch Libraries									7-Jan-22	
(5) Branch Libraries Renovations:										
1. Little Walnut Creek - C.I.P. No: 12702.001	3. Menchaca Road - C.I.P. No: 12704.001			5. St John Branch - C.I.P. No:						
2. Willie Mae Kirk - C.I.P. No: 11981.001	4. Old Quarry - C.I.P. No: 11983.001									
Civil & Landscape [MWM]										
4 sites only	Julia Harrod	Brian Wells	Engineer	Owen Harrod	Professional	Supervisory		Subtask	Subtask	Task
	Key Personnel	Key Personnel	In Training	Key Personnel	Architect	CAD	CAD Tech.	Subtotal	Subtotal	Subtotal
	Principal		II	Project Manager	I	V	I	Hours	Costs	Costs
Billing Rate per Hour	$ 310.25	$ 247.25	$ 129.14	$ 213.52	$ 97.74	$ 143.79	$ 92.63			
Task Description										
Design Phase								103		$ 15,404.70
30% Design										
Review existing conditions					6			6	$ 586.44	
Review record drawing		2		2	4			8	$ 1,312.50	
Predesign meeting		2		2				4	$ 921.54	
Schematic design documents		4		6	24	2	12	48	$ 6,015.02	
List of technical and special specifications		1		1	4			6	$ 851.73	
Opinion of Cost		1	4	4	8			17	$ 2,399.81	
Internal QC	2	2		4				8	$ 1,969.08	
Project Coordination		2		4				6	$ 1,348.58	
BASIC SERVICES SUBTOTAL	2	14	4	23	46	2	12	103		$ 15,404.70

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R023_002 Branch Libraries **4-Dec-21**

(5) Branch

1. Little Walnut Creek - C.I.P. No: 12702.001
2. Willie Mae Kirk - C.I.P. No: 11981.001
3. Menchaca Road - C.I.P. No: 12704.001
4. Old Quarry - C.I.P. No: 11983.001
5. St John Branch - C.I.P. No: 12703.001

Survey [MWM]

	TASK AND DESCRIPTION	Eduardo Mendez Key Personnel	Registered Prof. Land Surveyor VI (25+)	CADD Technician VI (25+)	3 Person Survey Crew	Admin Specialist III	TOTAL HOURS	COST
	HOURLY RATE	$294.50	$121.89	$117.49	$225.00	$105.32		
	Little Walnut Creek Branch Library							
1	Establish horizontal & vertical control	1	4		7		12	$2,357.06
2	Topographic/Tree survey/curb survey	4	5	16	9		34	$5,692.29
3	Approx. location of ROW/map exist. easeme	5	10	6	6		27	$4,746.34
	subtotal							$12,795.69
	Old Quarry Branch Library							
1	Establish horizontal & vertical control	1	3		7		11	$2,235.17
2	Topographic/Tree survey/curb survey	4	5	16	9		34	$5,692.29
3	Approx. location of ROW/map exist. easeme	5	17	7	8		37	$6,167.06
	subtotal							$14,094.52
	Willie Mae Kirk Branch Library							
1	Establish horizontal & vertical control	1	3		6		10	$2,010.17
2	Topographic/Tree survey/curb survey	2	3	8	5		18	$3,019.59
3	Approx. location of ROW/map exist. easeme	4	10	10	8		32	$5,371.80
	subtotal							$10,401.56
	Manchaca Road Branch Library							
1	Establish horizontal & vertical control	1	4		6		11	$2,132.06
2	Topographic/Tree survey/curb survey	4	5	16	9		34	$5,692.29
3	Approx. location of ROW/map exist. easeme	4	10	9	6		29	$4,804.31
	subtotal							$12,628.66
	Total Hours	36	79	88	86	0	289	
	Total Cost	$10,602.00	$9,629.31	$10,339.12	$19,350.00	0		$49,920.43

Direct Expense

Reproduction, plats, deeds	$25.00
Title and easement reports (6)	$2,500.00
TOTAL	**$52,445.43**

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EXHIBIT "A"

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EXHIBIT "B"

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EXHIBIT "D"

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

MWM DesignGroup

CCO Approved Rate Period:
3/29/2021 -- 3/28/2022

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Julia Harrod, PE	PE#82663	**President, CEO, Project Principal, MS, 31 yrs**	**$310.25**	**/hr**
Key Personnel	Eduardo O Mendez, RPL	RLS #5010	**Sr Vice Pres/Project Principal - Surveying, 44 yrs**	**$294.50**	**/hr**
Key Personnel	Owen Harrod, AIA PhD,	RA#16346 / LEED	**Associate, Architect, PhD, LEED certified, 32 yrs**	**$213.52**	**/hr**
Key Personnel	Brian Wells, PE	PE#89517	**QA/QC, Assoc., Operations Manager, BS 23 yrs**	**$247.25**	**/hr**
Key Personnel	Imad Salem, PE	PE#91141	**Sr. Associate, 25 yrs**	**$247.25**	**/hr**
Key Personnel	Tony Buonodono, PE, P	PE#103439	**Sr. Associate, PMP certified, BS 16 yrs**	**$234.66**	**/hr**
Key Personnel	Mary Franzosa, AIA, LEE		**Project Architect, 15 yrs, LEED certified**	**$162.40**	**/hr**
Key Personnel	David Cazares, ASLA, LEE		**Associate, Landscape Arch, 26 yrs, LEED, licensed**	**$213.52**	**/hr**
Managing Engineer IV (15-20)			**Civil (12+ as supervisor)**	**$234.66**	**/hr**
Managing Engineer V (20-25)			**Civil (15+ as supervisor)**	**$247.25**	**/hr**
Managing Engineer VI (25+)			**Civil (25+ as supervisor)**	**$310.25**	**/hr**
Supervisory Engineer III (12-15)			**Civil**	**$195.28**	**/hr**
Professional Engineer I (4-8)			**Civil**	**$143.38**	**/hr**
Professional Engineer VI (25+)			**Civil**	**$150.34**	**/hr**
Engineer in Training II (5-10)			**Civil**	**$129.14**	**/hr**
Managing Architect III (12-15)			**(9+ as supervisor)**	**$162.40**	**/hr**
Managing Architect VI (25+)			**(20+ as supervisor)**	**$213.52**	**/hr**
Professional Architect I (4-8)			**Architect**	**$97.74**	**/hr**
Architect Associate I (0-5)			**Architect & Landscape Architect Interns**	**$87.44**	**/hr**
Architect Associate II (5-10)			**Architect**	**$100.04**	**/hr**
Managing Land Surveyor V (20-25)				**$161.20**	**/hr**

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Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Registered Prof Land Surveyor VI (25+)				**$121.89 /hr**
Supervisory CADD V (20-25)			**AutoCAD certified Professional (Autodesk) & Autodesk Expert**	**$143.79 /hr**
CADD Technician I (1-5)			**Civil & Surveying**	**$92.63 /hr**
CADD Technician VI (25+)			**Civil & Surveying**	**$117.49 /hr**
Administrative Supervisor IV (15-20)			**Contract Admin & Permitting (4 yrs supervisory exp)**	**$127.56 /hr**
Administrative Specialist I (4-8)			**Permitting**	**$75.63 /hr**
Administrative Specialist II (8-12)			**Contract Admin**	**$90.30 /hr**
Administrative Specialist III (12-15)			**Contract Admin & Permitting**	**$105.52 /hr**

Survey Crew Rates

Classification	Rate
3 person survey crew	$225.00
2 person survey crew	$175.00
1 person survey crew	$120.00

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CCO Approved Rate Period:
03/29/2021 - 03/28/2022

www.mwmdesigngroup.com

February 21, 2021

Ms. Megan Bowles:

MWM Desgingroup, Inc. has submitted the following rates for approval for 'other services' provided by the firm.

Classification	Rate
3 person survey crew	$225.00
2 person survey crew	$175.00
1 person survey crew	$120.00

Sincerely,

Julia Harrod, P.E, F.NSPE
President

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

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

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ENCOTECH
ENGINEERING CONSULTANTS

We shape the world you live in.

December 3, 2021

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

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

Re: **City of Austin Branch Library Renovations —Austin, TX**
Mechanical, Electrical, and Plumbing Engineering and Design Services
Rotation List: Architectural Services RL 2019, PA190000071 (CLMP 251)
Additional Services #1: Design Services – Revision 3

Dear Owen,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for Additional Services on the above referenced project to MWM Design Group, the "Client." The scope of Additional Services for City of Austin Branch Library Renovations, the "Project," in Austin, TX consists of Design services up to 30% Construction Documents for five (5) branch library buildings indicated below and their respective scope.

Building Information:

DESCRIPTION	FLOOR AREA
Old Quarry Branch	8,300 SF
Little Walnut Creek Branch	11,000 SF
Manchaca Branch	14,500 SF
Willie Mae Kirk	10,869 SF
St. John Branch	7,536SF
TOTAL	**51,336 SF**

Encotech will provide the Mechanical, Electrical, and Plumbing Design Services pertinent to the renovation of five branch libraries up to 30% Construction Documents. The scope of the renovations for the libraries are summarized as follows:

Old Quarry Branch:
Base Services:

- ADA Improvements:
  - Correction of protruding wall-mounted TV, defibrillator cabinet, several fire alarms/lights, and low drinking fountain.
  - Correction of soap dispenser and hardware at sink in breakroom.
  - Correction of height of several light switches.
  - Corrections in men's and women's restrooms.
  - Corrections in unisex public restroom.
  - Correction of existing ramp at building entrance OR keep automatic door operator in the "power-off" position.
- New acoustical ceiling tile (to replace "popcorn" finish, but keep suspended wood trellis and cloud structures), including replacement or cleaning of existing diffusers.
- Additional data outlets (6 Qty).
- Additional electrical outlets (6-10 Qty.). No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Secure loose Telecom wiring visible on exterior.

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- New LED lighting
- New circulation desk
- Add infrastructure for installation of two (2) card readers.

Little Walnut Creek Branch:

Base Services:

- ADA Entrance Facing Street: Rebuild exterior stair and ramp with ADA compliant slopes and landing.
- Other ADA improvements:
  - Additional drinking fountain, to meet the requirement for a high fountain.
  - Correct protruding objects.
  - Correct several light switches throughout the building.
  - Replace interior doorknobs.
  - Correct several doors with vision lights and door stops.
  - Make corrections to staff, men's and women's restrooms.
  - Correct sink height in breakroom.
- New ceilings
- Additional data outlets (6 Qty).
- Additional electrical outlets (6-10 Qty.). No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Remediate sewage back-up; install backcheck valve. Scope the line.
- Replace AHU Units 1 through 4 only.
- Modify existing circulation desk so that staff can exit on two sides.
- New LED lighting, only where noted.
- Add infrastructure for installation of two (2) card readers.
- New Family Restroom.
- New Circulation desk.

Bid Alternates:

- New Meeting Room and Children's Area divider.

Menchaca Branch:

Base Services:

- ADA Improvements
  - Correction of protruding wall-mounted TV, defibrillator cabinet, paper towel dispenser, vegetation.
  - Corrections in men's and women's restrooms.
  - Corrections in employee restroom.
  - Correction of microwave and towel dispenser in breakroom.
  - No correction of employee entrance (this is a service entrance; it will no longer be used after COVID).
  - Correction of sidewalk from public right of way to building entrance.
  - Correction to door maneuvering clearances.
  - Correction of rear exit (only if to be used as an entrance).
  - Correction to drinking fountain mounting height.
- Line interior storm drains within columns with epoxy lining (to address leakage).
- Additional data outlets (6 Qty).
- Additional electrical outlets (6-10 Qty.). No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Meeting Room Acoustical and Storage Improvements (acoustical clouds, additional storage cabinets and chair rail).
- Acoustical improvements at youth computer lab (additional ACT ceiling 100 SF).
- Modify existing circulation desk so that they can exit on two sides.
- Add infrastructure for installation of two (2) card readers.
- New circulation desk.

Bid Alternates:

- New LED lighting.
  Reconfiguration of staff areas/offices for quicker access to new circulation desk location.

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Willie Mae Kirk:

Base Services:

- New egress door from main library space to exterior and from meeting room to exterior (Life Safety).
- ADA Improvements:
  - Correction of protruding defibrillator cabinet.
  - Corrections in men's and women's restrooms.
  - Corrections in staff restroom.
  - Corrections of electrical switches and receptacles.
  - Correction of paper towel holders in sink near book drop and in the breakroom.
  - Correction of height of sink height near book drop.
- New family restroom (required to meet plumbing fixture code).
- HVAC: Add outside air to meet code and repair/replace existing exhaust fans only. No other HVAC improvements in base bid (APL feels the HVAC system has another 15 years useful life.).
- New ceilings where noted (max quantity 4,200 SF)
  - Provide new ceiling at meeting room for outside air correction.
  - Provide new ceiling in some of the Reading Room (public areas only).
- Modify existing circulation desk so that staff can exit on two sides
- No new LED lighting, except where noted.
  - Provide at meeting room and restrooms only.
- Additional electrical outlets (6-10 Qty.). No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Additional data outlets (6 Qty).
- Furr-out columns for new electrical and data outlets and to conceal existing conduit.
- Add infrastructure for installation of two (2) card readers.
- New Circulation desk.

St John Branch:

Base Services:

- ADA Improvements
  - Correction of protruding wall-mounted TV, defibrillator cabinet, several fire alarms/lights, and low drinking fountain.
  - Correction of height of several light switches.
  - Corrections in employee restroom.
  - Correction of height of breakroom counter. Replace counter, base cabinet and cabinet doors.
- Additional electrical outlets (6-10 Qty.). No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Additional data outlets (6 Qty).
- Add automatic operator to existing entrance doors.
- Provide new computer desks and four new computers.
- Add infrastructure for installation of two (2) card readers.

Bid Alternates:

- New LED lighting.

ADDITIONAL SERVICES

Additional Services include engineering and design services to prepare design documents. **Additional Services** shall include:

1. Coordination with the Client to determine project requirements.
2. Perform preliminary engineering calculations and design.
3. Pre-design site visits (One (1) visit to each branch location) to observe and confirm the nameplate data, system types, condition, capacities, etc. of the existing mechanical, electrical, and plumbing systems and equipment. (Note: This does not imply creation of as-builts drawings.)
4. Attend periodic design coordination meetings not to exceed one (1) per branch.
5. 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.

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c. Design and routing of 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.

6. Electrical Design shall include:
   a. Lighting and power outlet layout and circuiting.
   b. Circuit design for appliances and special equipment.
   c. Load analysis, one-line diagram, distribution panelboard schedules and wire sizing.
   d. Electrical details as necessary.
   e. Division 26 specifications.
7. Plumbing Design shall include:
   a. Domestic water, wastewater, and storm drain piping load analysis, sizing, layout and riser diagrams.
   b. Natural Gas piping load analysis, sizing, layout and riser diagrams, if applicable.
   c. Plumbing details.
   d. Division 22 specifications.
8. Review of Opinion of Probable Construction Costs (OPCC) spreadsheet for Mechanical, Electrical and Plumbing work developed by others at 30% deliverable.
9. Correspondence with Commissioning Agent (retained by Others) to assist in addressing questions related to engineering design and construction documents for Little Walnut and Willie Mae branch libraries.
10. Provide the following deliverables:
    a. 30% Construction Drawings in PDF format for the phases described below.
    b. Specifications Table of Contents for inclusion in a Project Manual in Word or PDF format.

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COMPENSATION

The lump sum fee to provide Additional services shall be **$33,068.88** distributed as shown below.

PHASE DESCRIPTION	OLD QUARRY	LITTLE WALNUT	MENCHACA	WILLIE MAE	ST. JOHN	PHASE SUBTOTAL
30% CD	$ 5,239.93	$ 8,144.99	$ 6,846.08	$ 7,597.95	$ 5,239.93	$ 33,068.88

CLIENT PROVIDED SERVICES

Client Provided Services shall be as stated in the Original Agreement dated October 12th, 2021. Additionally, the following shall be provided:

1. 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.
2. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.

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

Sincerely,

Ali Khataw, PE
President & CEO

Sharon S. Bickford, PE
Principal/Senior Electrical Engineer

Agreed and Accepted by Authorized Corporate Officer of:

Legal Entity Name

Signature

Print Name

Title

Date

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WORK PLAN

CITY OF AUSTIN	Solicitation No.			Old Quarry		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:		$205.06		$250.43		$172.73		$125.36		$113.96		$75.02			
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
	Sub Total														
1	**30% Construction Documents**														
1.1	Meeting with Design Team for Coordination		$0.00	1	$250.43	2	$345.46	1	$125.36	1	$113.96		$0.00		**$835.21**
1.2	Mechanical Design Development Documents		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.3	Electrical Design Development Documents		$0.00	1	$250.43		$0.00	9	$1,128.24	2	$227.92		$0.00		**$1,606.59**
1.4	Plumbing Design Development Documents		$0.00		$0.00	5	$863.65		$0.00	10	$1,139.60		$0.00		**$2,003.25**
1.5	Prepare Draft Specifications		$0.00	0.5	$125.22	1	$172.73		$0.00		$0.00	0.5	$37.51		**$335.46**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00	1	$113.96		$0.00		**$113.96**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.10	Meeting with Design Team Reviewing Design Information & Options		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	2	$345.46		$0.00		$0.00		$0.00		**$345.46**
	Sub Total														**$5,239.93**

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WORK PLAN

CITY OF AUSTIN	Solicitation No.			Little Walnut		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:		$205.06		$250.43		$172.73		$125.36		$113.96		$75.02			
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
	Sub Total														
1	**30% Construction Documents**														
1.1	Meeting with Design Team for Coordination	1	$250.43	1	$250.43	2	$345.46	2	$250.72		$0.00		$0.00		**$1,097.04**
1.2	Mechanical Design Development Documents	1	$250.43		$0.00		$0.00	16	$2,005.76		$0.00		$0.00		**$2,256.19**
1.3	Electrical Design Development Documents		$0.00	1	$250.43		$0.00	9	$1,128.24	2	$227.92		$0.00		**$1,606.59**
1.4	Plumbing Design Development Documents		$0.00		$0.00	5	$863.65		$0.00	10	$1,139.60		$0.00		**$2,003.25**
1.5	Prepare Draft Specifications	0.5	$125.22	0.5	$125.22	1	$172.73		$0.00		$0.00	0.5	$37.51		**$460.67**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$125.36		$0.00		$0.00		**$125.36**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.10	Meeting with Commissioning Agent	1	$250.43		$0.00		$0.00		$0.00		$0.00		$0.00		**$250.43**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	2	$345.46		$0.00		$0.00		$0.00		**$345.46**
	Sub Total														**$8,144.99**

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WORK PLAN

CITY OF AUSTIN	Solicitation No.			Menchaca		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:			$205.06		$250.43		$172.73		$125.36		$113.96		$75.02		
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
	Sub Total														
1	**30% Construction Documents**														
1.1	Meeting with Design Team for Coordination	1	$250.43	1	$250.43	2	$345.46	2	$250.72	1	$113.96		$0.00		**$1,211.00**
1.2	Mechanical Design Development Documents	1	$250.43		$0.00		$0.00	4	$501.44	2	$227.92		$0.00		**$979.79**
1.3	Electrical Design Development Documents		$0.00	1	$250.43		$0.00	9	$1,128.24	2	$227.92		$0.00		**$1,606.59**
1.4	Plumbing Design Development Documents		$0.00		$0.00	5	$863.65		$0.00	10	$1,139.60		$0.00		**$2,003.25**
1.5	Prepare Draft Specifications	0.5	$125.22	0.5	$125.22	1	$172.73		$0.00		$0.00	0.5	$37.51		**$460.67**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$125.36		$0.00		$0.00		**$125.36**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00	1	$113.96		$0.00		**$113.96**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.10	Meeting with Design Team Reviewing Design Information & Options		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	2	$345.46		$0.00		$0.00		$0.00		**$345.46**
	Sub Total														**$6,846.08**

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WORK PLAN

CITY OF AUSTIN	Solicitation No.			Willie Mae		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:		$205.06		$250.43		$172.73		$125.36		$113.96		$75.02			
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
	Sub Total														
1	**30% Construction Documents**														
1.1	Meeting with Design Team for Coordination	1	$250.43	1	$250.43	2	$345.46	2	$250.72	1	$113.96		$0.00		**$1,211.00**
1.2	Mechanical Design Development Documents	1	$250.43		$0.00		$0.00	8	$1,002.88	2	$227.92		$0.00		**$1,481.23**
1.3	Electrical Design Development Documents		$0.00	1	$250.43		$0.00	9	$1,128.24	2	$227.92		$0.00		**$1,606.59**
1.4	Plumbing Design Development Documents		$0.00		$0.00	5	$863.65		$0.00	10	$1,139.60		$0.00		**$2,003.25**
1.5	Prepare Draft Specifications	0.5	$125.22	0.5	$125.22	1	$172.73		$0.00		$0.00	0.5	$37.51		**$460.67**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$125.36		$0.00		$0.00		**$125.36**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00	1	$113.96		$0.00		**$113.96**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.10	Meeting with Commissioning Agent	1	$250.43		$0.00		$0.00		$0.00		$0.00		$0.00		**$250.43**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	2	$345.46		$0.00		$0.00		$0.00		**$345.46**
	Sub Total														**$7,597.95**

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WORK PLAN

CITY OF AUSTIN	Solicitation No.			St. John		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:		$205.06		$250.43		$172.73		$125.36		$113.96		$75.02			
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
	Sub Total														
1	**30% Construction Documents**														
1.1	Meeting with Design Team for Coordination		$0.00	1	$250.43	2	$345.46	1	$125.36	1	$113.96		$0.00		**$835.21**
1.2	Mechanical Design Development Documents		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.3	Electrical Design Development Documents		$0.00	1	$250.43		$0.00	9	$1,128.24	2	$227.92		$0.00		**$1,606.59**
1.4	Plumbing Design Development Documents		$0.00		$0.00	5	$863.65		$0.00	10	$1,139.60		$0.00		**$2,003.25**
1.5	Prepare Draft Specifications		$0.00	0.5	$125.22	1	$172.73		$0.00		$0.00	0.5	$37.51		**$335.46**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00	1	$113.96		$0.00		**$113.96**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.10	Meeting with Design Team Reviewing Design Information & Options		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	2	$345.46		$0.00		$0.00		$0.00		**$345.46**
	Sub Total														**$5,239.93**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Encotech Engineering Consultants, Inc

CCO Approved Rate Period:
3/30/2021 -- 3/29/2023

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Ali R. Khataw	PE#71548	**President/ CEO/ BS 37+**	**$305.45**	**/hr**
Key Personnel	Patrick Morrissey	PE#133759	**Principal/ Project Principal/ VP of MEP/ BS 17+**	**$262.44**	**/hr**
Key Personnel	Sharon Bickford	PE#77390	**Principal/Project Management/ Electrical BS 36+**	**$250.43**	**/hr**
Key Personnel	Scott francis	PE#91041	**Principal/ VP of Structural/ MS 33+; LEED Certified**	**$249.72**	**/hr**
Key Personnel	Eugene Raanes	PE#62200	**Principal/ PM/ Mechanical BS 41+**	**$205.78**	**/hr**
Key Personnel	Lucas Stockburger	PE#121003	**Principal/ Project Manager/ Mechanical, QCxP, BS 9+**	**$205.06**	**/hr**
Key Personnel	Tessa Roberts		**Associate/ Project Principal/ MEP Designer/ PM/ LEED AP 25+**	**$136.11**	**/hr**
Administrative Specialist II (8-12)				**$75.02**	**/hr**
Administrative Supervisor IV (15-20)				**$133.79**	**/hr**
CADD Technician I (1-5)				**$65.02**	**/hr**
CADD Technician V (20-25)				**$130.04**	**/hr**
Engineering Associate II (5-10)			**MS, Electrical**	**$148.19**	**/hr**
Engineering Associate VI (25+)			**Electrical 40+**	**$203.63**	**/hr**
Engineer in Training I (0-5)				**$125.36**	**/hr**
Engineer in Training II (5-10)				**$130.40**	**/hr**
Engineer in Training III (10-15)				**$133.97**	**/hr**
Engineering Technician IV (15-20)				**$101.82**	**/hr**
Engineering Technician V (20-25)				**$113.96**	**/hr**
Engineering Technician VI (25+)				**$124.15**	**/hr**
Managing Engineer VI (25+)				**$248.68**	**/hr**
Managing Architect VI (25+)				**$309.13**	**/hr**

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ATTACHMENT C

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

(Revised) November 30, 2021

Dr. Owen Harrod, AIA, LEED AP BD+C
MWM DesignGroup
305 E Huntland Dr,
Austin, Texas 78752

Re: City of Austin CLMP 286
Branch Library Renovations
30% Design Phase Services,
Austin, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (JIG) proposes to furnish Consulting Structural Engineering services to MWM DesignGroup (MWM) for the City of Austin Branch Library Renovations.

We understand our Scope of Services to be as follows:

PROJECT DESCRIPTION AND SCOPE OF WORK

The goal of the structural scope of services is to assist your office in the structural design pertinent to the renovation of the five branch libraries at Little Walnut Creek Branch, Manchaca Branch, Old Quarry Branch, St. John Branch and Willie Mae Kirk Branch. The overall renovation scopes are as follows:

Lump sum fee for anticipated design scope–

1. *Determination of general Structural Design Approach*

   Develop 30% Design structural narrative with sufficient information for pricing consultant's cost estimates for the following items:

   - Roofing Scope:
     Assume four of the branches will need new roof penetrations for exhaust fans and/or MEP units.

   - Little Walnut Creek:
     Assume there could be a custom steel awning at the new front door and a custom railing design. Infill of the voids in the concrete. New ramp at the front. Some slab trenching for new restroom is possible.

   - Willie Mae Kirk:

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Some slab trenching for new restroom is possible. Two new entrance doors in outside walls. New vision window in masonry wall at youth computer lab.

2. *Geotechnical Report*
   Review of Geotechnical Report, to be provided by MWM/COA.

DESIGN BASIS

The following design basis was used in the preparation of the Scope of Services:

1. This proposal assumes that a complete and accurate geotechnical report will be provided to JIG for use in developing the foundation design.

SCOPE OF SERVICES

The Scope of Services for this project includes *30% Design Phase.* Specific tasks for each phase are as follows:

30% DESIGN PHASE SERVICES

The following tasks will be performed:

1. Attend coordination meetings with COA and MWM, (1) one total.
2. *Prepare structural narrative to describe general structural approach and geotechnical comments for the above scope items. No design drawings will be produced.*
3. *Address COA comments on 30% Design narrative.*

SPECIAL SERVICES

The Scope of Services and the budget presented herein do not include the following special services:

1. Travel and subsistence required by MWM and authorized by the COA to points other than local government agencies, consultants and the project site.

2. Significant revisions by the COA after receiving initial direction.

3. Expert witness testimony or appearances at public hearings or meetings concerning the projects or any of their elements.

4. *Design and construction administration services beyond 30% Design phase*

Should JIG and MWM agree that any of the above Special Services, or other additional services are required, JIG will prepare a cost proposal for such services and obtain authorization from MWM prior to performing any special service.

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EXCLUSIONS

The following are excluded from the proposed Scope of Services:

1. Special inspection services as defined by the International Building Codes.
2. Testing (destructive or non-destructive) of system materials or components.

DELIVERABLES

The following deliverables will be submitted to MWM:

1. *(1) one reproducible copy of the structural narrative for 30% Design Completion.*

COMPENSATION

An itemization of the estimated labor costs and expenses is included in Attachment A. The Total Compensation requested for this work is tabulated below.

Lump Sum fee for anticipated design scope --
30% Design Narrative *$ 3,482.70*

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

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.

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

Attachments:

Accepted by:_____ Date:_____

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SUB CONSULTANT - FEE ESTIMATE WORKSHEET	
HOURLY BY TASK LABOR BREAKDOWN	
CLMP 286	
Final Design and Bid Phase Services for Branch Library Renovations	
Date	11/30/2021
Sub Consultant Name:	**Jose I. Guerra, Inc.**
Discipline Services Provided:	**Structural Engineering**
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

	Personnel Title (COA / JIG)	Key Personnel / President/CEO Rick Guerra		Supervisory Engineer VI / Senior Proj Engineer		Supervisory Engineer IV / Senior Proj Engineer		Supervisory Engineer I / Proj Engineer		Supervisory CADD VI / CADD Manager		CADD Technician VI / Senior CAD Technician		CADD Technician II / CADD Technician		Administrative Assistant VI / Senior Admin Assistant		TOTAL	
	2021 COA Approved Rates/Hr., CAT	$246.74		$183.30		$161.31		$117.31		$98.19		$87.19		$79.27		$71.94			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
	Final Design Phase Services - Lump sum fee for anticipated design scope																		
1	Coordination meeting, one (1)		$0.00	3	$549.90		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$549.90
3	Prepare 30% dwgs, specs and OPCC		$0.00	15	$2,749.5		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	15	$2,749.50
4	Review meetings and address comments at 30% submittal		$0.00	1	$183.30		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	1	$183.30
	Sub Total	**0**	**$0.00**	**19**	**$3,482.70**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**19**	**$3,482.70**

REIMBURSABLE EXPENSES	$0.00
TOTAL LABOR and EXPENSES - Lump sum fee	**$3,482.70**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Jose I Guerra, Inc

CCO Approved Rate Period:
4/1/2021 -- 3/31/2022

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Shawn Allen	PE #90064	**Vice President/ BS 26+, LEED AP**	**$211.49**	**/hr**
Key Personnel	Rick Guerra	PE # 65224	**President/ CEO, MS 37+**	**$246.74**	**/hr**
Supervisory Engineer I (8-10)				**$117.31**	**/hr**
Supervisory Engineer II (10-12)				**$133.44**	**/hr**
Supervisory Engineer III (12-15)				**$149.57**	**/hr**
Supervisory Engineer IV (15-20)				**$161.31**	**/hr**
Supervisory Engineer V (20-25)				**$172.30**	**/hr**
Supervisory Engineer VI (25+)				**$183.30**	**/hr**
Professional Engineer I (4-8)				**$105.64**	**/hr**
Engineer in Training I (0-5)				**$100.45**	**/hr**
Engineer in Training II (5-10)				**$105.58**	**/hr**
Engineering Associate I (0-5)				**$88.34**	**/hr**
Engineering Associate II (5-10)			**Design**	**$97.34**	**/hr**
Engineering Associate III (10-15)			**Design**	**$114.15**	**/hr**
Engineering Associate IV (15-20)			**Senior Design**	**$123.18**	**/hr**
Engineering Associate V (20-25)			**Senior Design**	**$134.09**	**/hr**
Engineering Associate VI (25+)			**Senior Design**	**$149.31**	**/hr**
Engineering Technician II (5-10)			**BIM**	**$79.45**	**/hr**
Engineering Technician III (10-15)			**BIM**	**$89.04**	**/hr**
Engineering Technician IV (15-20)			**BIM**	**$97.02**	**/hr**
Engineering Technician V (20-25)			**Senior (BIM)**	**$108.51**	**/hr**
Engineering Technician VI (25+)			**Sr. Commissioning Authority**	**$138.19**	**/hr**
Engineering Technician VI (25+)			**Senior (BIM)**	**$118.25**	**/hr**
Supervisory Architect I (8-10)				**$108.90**	**/hr**
Supervisory Architect V (20-25)				**$165.18**	**/hr**
Supervisory CADD V (20-25)			**CADD Manager (BIM)**	**$93.06**	**/hr**

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Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Supervisory CADD VI (25+)			CADD Manager (BIM)	$98.19 /hr
CADD Technician I (1-5)				$69.92 /hr
CADD Technician II (5-10)				$79.27 /hr
CADD Technician III (10-15)				$81.30 /hr
CADD Technician IV (15-20)				$83.26 /hr
CADD Technician V (20-25)				$85.23 /hr
CADD Technician VI (25+)				$87.19 /hr
Administrative Supervisor VI (25+)			Director of Finance/HR	$125.96 /hr
Administrative Specialist VI (25+)			Accounting Manager	$96.26 /hr
Administrative Assistant I (0-5)				$45.72 /hr
Administrative Assistant II (5-10)				$49.51 /hr
Administrative Assistant III (10-15)				$57.04 /hr
Administrative Assistant VI (25+)			Senior	$71.94 /hr

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ATTACHMENT D

City of Austin
Austin Public Libraries
PROJECT COST RESOURCES FEE PROPOSAL

PROJECT BASIS: Estimating Support for Renovation of existing Libraries
(1) 30% Estimate Only

PREPARED FOR: Ms. Mary Franzosa, AIA MWM DesignGroup

Prepared by: B Hansen 26-May-21 /Updated Rates 11/15/2021 /Updated Scope

30% DESIGN	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Oversight	3	$ 197.75	$ 593	
Greg Edwards	Civil/Structural/Enclosure	10	$ 137.57	$ 1,376	
Bob Hansen	Plumbing / HVAC / Electrical / Cost Mgr.	24	$ 129.74	$ 3,114	
Estimator	Architectural	8	$ 68.69	$ 550	
TOTAL 30% DESIGN		***45***			***$ 5,632.23***
TOTAL DESIGN PHASE FEES					***$ 5,632.23***

All expenses are included except:
- Drawing Reproduction
- Travel Expenses
- No fee is included for Bid Phase or Construction Administration

No Change Order estimating hours have been included

Prepared By: Belinda Williams
Belinda Williams
President

Project Cost Resources, Inc.
24285 Katy Frwy, Suite 300
Katy, Texas 77494
(281) 497-4171

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Project Cost Resources, Inc.

CCO Approved Rate Period:
7/27/2021 -- 7/26/2022

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Belinda Williams		**Principal**	**$197.75**	**/hr**
Key Personnel	Gregory Edwards		**Cost Manager - Vice President**	**$137.57**	**/hr**
Key Personnel	Robert Hansen		**Senior Estimator - Sr. Vice President**	**$129.74**	**/hr**
Key Personnel	Larry Hooker		**Estimator**	**$68.69**	**/hr**

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Jim Whitten Roof Consultants, LLC
CONSULTANTS IN ROOFING AND WATERPROOFING

P. O. Box 200925
Austin, Texas 78720
(512) 250-0999 ph (512) 250-9711 fax
www.jimwhitten.com

Revision 2 December 9, 2021

Mr. W. Owen Harrod PhD, AIA
Sr. Project Architect, LEED AP BD+C
MWM DesignGroup, Inc. (MWM)
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Via email: Owenh@mwmdesigngroup.com

SUBJECT: ***Revision 2 -*** Proposal for Limited Roof Consulting Services
Four City of Austin Library Branches
Little Walnut Creek, Willie Mae Kirk, Old Quarry, and Manchaca
Austin, TX 78727

Dear Owen,

Jim Whitten Roof Consultants, LLC (JWRC) appreciates the opportunity to present this ***revised*** proposal for roof consulting services at the subject property. This proposal is based in part on an email request for proposal received November 15, 2021, ***follow-up email request for proposal revisions November 29, 2021 and December 9, 2021,*** a brief review of documents provided, and our education, training, knowledge, and experience with similar projects. The following sections present project information, our proposed scope of services, schedule and fee information, additional services, and instructions for authorization.

PROJECT INFORMATION

We understand the City of Austin (COA) has retained MWM to provide architectural services on building renovation projects at ***four*** COA Branch Libraries. The ***four*** branch libraries are Walnut Creek Branch, Willie Mae Kirk Branch, Old Quarry Branch, ***and Manchaca Branch***. COA is considering TPO recovers on the ***four*** libraries. We further understand MWM is requesting a proposal from JWRC that includes input during the design phase regarding repair strategy, and details and specifications for the repairs.

SCOPE OF SERVICES

The following proposed scope of services applies for each branch library.

1. Document Review: Prior to performing a design survey, we will review available building documentation such as original construction documents, roof warranty documents, roof leak maintenance reports, roof leak repair history, and any other pertinent documentation available for our review.

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2. TPO Recover Feasibility:

    a. We will perform a comprehensive on site evaluation to document existing roof membrane and flashing conditions, drainage components, and rooftop equipment curbs and flashings to determine if a TPO recover is a feasible roof improvement option.
    b. We will perform a non-destructive infrared roof moisture survey to determine if there is suspect entrapped moisture beneath the roof membrane. In order for a TPO recover to be successful, and to obtain a roof membrane manufacturer's warranty, all existing substrate moisture would have to be removed and replaced with new like in kind material, and the affected roof membrane replaced prior to proceeding with a recover.
    c. Our investigation will include limited test cuts to confirm the existing roof assembly down to the structural roof deck, adjacent wall substrates behind base flashings, and to confirm the results of the NDT infrared survey. We will retain the services of a qualified roofing contractor to perform the test cuts and proper repair of each test cut to a watertight condition.
    d. Following our field investigations, we will prepare a written report summarizing our observations and findings, and provide an opinion regarding feasibility of a TPO recover. Our report will include representative photos of our observations.

3. Technical Specifications and Drawings Peer Review ***(NOT INCLUDED):***

    a. JWRC will review the MWM prepared roofing related technical specification sections and drawings for conformance with current applicable building codes and roofing industry standard/accepted best practices.
    b. JWRC will provide redline review comments in PDF format for MWM review and consideration.

4. Bidding/Procurement Phase

    a. We understand no bidding/procurement phase consulting services are being requested on this project.

5. Construction Phase

    a. We understand no construction phase roof consulting services are being requested on this project.

SCHEDULE AND FEES

JWRC is available to commence with the above-proposed scope of services within one week of receiving written authorization to proceed. We estimate two weeks from authorization to complete the document reviews and TPO recover feasibility field investigations for the ***four*** branch libraries.

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Based on our understanding of the requested scope of services, and in accordance with the City of Austin CCO approved rates for JWRC from 2/24/2021 to 2/23/2022, we propose the following lump sum fees for the above-proposed scope of services:

- Little Walnut Creek: $3,713.91
- Willie Mae Kirk: $3,713.91
- Old Quarry: $3,106.04
- Manchaca: $4,076.60

Attached for your information is the COA Work Plan for JWRC's proposed scope of services.

ADDITIONAL SERVICES

If additional services not included in the above proposed scope of services are requested, we will prepare a written proposal with defined scope and fee and submit for your review and approval prior to commencing with the additional services. JWRC is available to provide the following construction phase services upon request:

- Review the MWM prepared roofing related technical specification sections and drawings for conformance with current applicable building codes and roofing industry standard/accepted best practices.
- Review roofing and envelope related pre-job submittals for compliance with Contract Documents.
- Attend pre-roofing meetings at the site.
- Perform unannounced site visits to observe the Work and document compliance with the Contract Documents.
- Perform site visits to determine substantial completion and develop a substantial completion "punch-list".
- Perform site visits to document completion of the substantial completion punch-list and document final completion.
- Review close-out submittals and Record Documents.
- Perform non-destructive roof moisture tests.

AUTHORIZATION

We appreciate the opportunity to submit this proposal to provide experienced, professional, independent roof and envelope consulting services on the subject project.

To authorize us to proceed with the above-proposed scope of services, please execute your approval in the space provided below.

In the event an alternate form of authorization is required, please forward for our review and execution at your earliest convenience.

Please feel free to contact us if you should have any questions or concerns with this proposal.

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We appreciate this opportunity and look forward to being of continued service to MWM DesignGroup, Inc.

Sincerely,

JIM WHITTEN ROOF CONSULTANTS, LLC

Robert Hernandez
Senior Consultant

Attachment: JWRC Revised COA Work Plan

ACCEPTED AND APPROVED

Authorized Representative Signature

Date

Printed Name/Title

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WORK PLAN

CITY OF AUSTIN	Solicitation No.	CLMP	Architecture Services for Branch Library Renovations CMR		
Prime Firm Name	**Jim Whitten Roof Consultants, LLC**			MBE/WBE Certification Gender/Ethnicity	**MBE/ Hispanic**
Discipline Services Provided:	**Programming, Design, Construction and Post-Construction Phase Services**				

	Personnel Title	Key Personnel		Supervisory Architect VI		Key Personnel		Scientist Technician III		CAD/GIS Tech I		Administrative Assistant III		Admin. Spec. I		TOTAL	
2021-2022 COA Approved Rates/Hr:		$0.00		$0.00		$150.95		$67.09		$52.35		$46.05		$0.00			
Task	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
1	**Roofing Design**																
	Roofing Study Little Walnut Creek		$ -		$ -	10	$ 1,509.50	19	$ 1,274.71	16	$ 837.60	2	$ 92.10		$ -	47	$ 3,713.91
	Roofing Study Willie Mae Kirk		$ -		$ -	10	$ 1,509.50	19	$ 1,274.71	16	$ 837.60	2	$ 92.10		$ -	47	$ 3,713.91
	Roofing Study Old Quarry		$ -		$ -	8	$ 1,207.60	16	$ 1,073.44	14	$ 732.90	2	$ 92.10		$ -	40	$ 3,106.04
	Roofing Study Manchaca		$ -		$ -	12	$ 1,811.40	20	$ 1,341.80	15	$ 785.25	3	$ 138.15		$ -	50	$ 4,076.60
SUBTOTAL		0	$ -	0	$ -	40	$ 6038.00	74	$ 4964.66	61	$ 3193.35	9	$ 414.45			184	$ 14,610.46
2	**Roofing Construction**																
	Roofing CA Little Walnut Creek		$ -		$ -	0	$ -	0	$ -		$ -	0	$ -		$ -	0	$ -
	Roofing CA Willie Mae Kirk		$ -		$ -	0	$ -	0	$ -		$ -	0	$ -		$ -	0	$ -
	Roofing CA Old Quarry		$ -		$ -	0	$ -	0	$ -		$ -	0	$ -		$ -	0	$ -
	Roofing CA Manchaca		$ -		$ -	1	$ 150.95	1	$ 67.09		$ -	1	$ 46.05		$ -	3	$ 264.09
SUBTOTAL		0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	8	$ -	0	$ -	3	$ 264.09
	T Sub															187	$ 14,874.55

Preconstruction Costs/Supplies	**QTY**	**U/M**	**Amount**	**Total**
Outreach/Advertising				
Permitting Expenses				$ -
	Sub Total			**$0.00**
Overhead/Profit (not applied to prime firm's labor)	**1**	**LSUM**		

TOTAL	**$ 14,874.55**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Jim Whitten Roof Consultants, LLC

CCO Approved Rate Period:
2/24/2021 -- 2/23/2022

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Robert Hernandez		**Principal**	**$150.95**	**/hr**
Scientist Technician III (10-15)				**$67.09**	**/hr**
CADD Technician I (1-5)				**$52.35**	**/hr**
Administrative Assistant III (10-15)				**$46.05**	**/hr**

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HVJ ASSOCIATES

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvi.com

June 8, 2021(*Revised December 3, 202*)

Dr. Owen Harrod, PhD, AIA
Sr. Project Architect
MWM Design Group
305 E. Huntland Dr., Ste. 200
Austin, Texas 78752

Re: Little Walnut Creek Library Improvements
Geotechnical Investigation Report
Owner: City of Austin
HVJ Proposal No. AG 21 10305

Dear Owen:

HVJ South Central Texas – M&J Inc. (HVJ SCTx) is pleased to submit this proposal for providing geotechnical services for the proposed Little Walnut Creek Library Improvements project. This letter outlines HVJ's proposed scope of work for providing a geotechnical investigation report for the aforementioned project.

Project Description
The proposed project includes building improvements to the existing Little Walnut Creek Library located at 835 West Rundberg Lane in Austin, Texas. The proposed improvements include reconfiguring the main building entrance which includes installing a new entry ramp. This proposal outlines the scope for providing geotechnical information for the proposed ramp addition.

Geotechnical Investigation Scope
HVJ SCTx proposes to drill one 15 ft. boring for this project. 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 limestone rock is encountered at this site, Rock Quality Designation (RQD) and percent recovery will be determined in the field. Upon completion, the soil boring will be properly backfilled with bentonite chips.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJ SCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, Atterberg limits, percent passing the #200 analysis tests and unconfined compression strength tests.

Engineering Report Deliverables
Results of the field data and laboratory data will be used to develop design and construction recommendations for the proposed building additions. A report of HVJ's study will be prepared by

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an engineer specializing in soil mechanics and foundation engineering after reviewing available design, boring and laboratory data. In general, the following items will be included in the report:

1) Vicinity map,
2) Geology map of the project site,
3) Plan of boring,
4) Boring log,
5) Laboratory test results summary,
6) Groundwater conditions,
7) Generalized subsurface conditions,
8) PVR, and
9) General earthwork and select fill recommendations.

Schedule
HVJ SCTx estimates six weeks to complete the report from receipt of Notice to Proceed and boring location. Weather delays will be communicated to the client as they arise.

Fees
Based on the scope of work outlined, our not to exceed fee to perform this study will be $7,705.72. A breakdown of the HVJ SCTx fees are attached to this proposal. If anomalous soil conditions are encountered, or if the project configuration changes significantly, additional work may be required. HVJ SCTx will recommend such additional work when and if it is deemed necessary.

Insurance
Insurance certificates verifying HVJ SCTx general liability, auto, worker compensation, and errors and omissions insurance coverage, listing MWM as a certificate holder, will be provided upon request.

Invoice
Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ SCTx credit terms are 30 days net. HVJ SCTx will include monthly progress reports with each invoice.

Conditions
- MWM will be responsible for providing the site plan suitable for use as a base map for our plan of borings.
- Boring will be surveyed by others, if needed.
- Boring location is accessible to truck mounted drilling rig and no site clearance will be required.
- HVJ SCTx will be responsible for avoiding conflicts with utility facilities by contacting the One Texas calling facility.
- HVJ SCTx assumes that no permits will be required for this project.

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Dr. Owen Harrod, PhD, AIA
AG 21 10305
June 8, 2021(*Revised December 3, 2021*)

Sample Retainage
Soil samples will be retained in our laboratory for 30 days after the draft geotechnical investigation report has been issued.

If this proposal meets with MWM approval, please sign and complete the information below in the indicated spaces and forward a copy of the proposal to us.

HVJ SCTx looks forward to working with MWM towards successful completion of this project. Please call if you have any questions or require additional information.

Sincerely,

HVJ SOUTH CENTRAL TEXAS– M&J Inc.

Leo Ruiz, PE
Project Manager

LR/mm

Agreed to this_____day of _____, 2021_____

By: _____

Title: _____

Firm: _____

Phone No._____

Date to Start Work: _____

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Dr. Owen Harrod, PhD, AIA
AG 21 10305
June 8, 2021(*Revised December 3, 2021*)

Geotechnical Investigation					
Walnut Creek Library Ramp					
MWM					
HVJ Proposal No. AG 21 10305					
GEOTECHNICAL ENGINEERING BREAKDOWN					
Field Investigation - Reimbursables					
Field Exploration	1	@	$ 900.00		$ 900.00
				Sub Total	$ 900.00
Field Investigation - Drilling and Soil Sampling- HVJ					
Logging - Engineer In Training I	10	hr @	$ 89.73	per hour	$ 897.30
UtilityClearance/Permit Coordination - Engineer in Training I	4	hr @	$ 89.73	per hour	$ 358.92
1.8 Support Truck	2	@	$ 132.61	per day	$ 265.22
				Sub Total	$ 1,521.44
Laboratory Testing - Standard					
2.3 Atterberg Limits (ASTM D-4318)	2	@	$ 84.87	each	$ 169.74
2.5 No. 200 Sieve (ASTM D-1140)	2	@	$ 53.05	each	$ 106.10
2.1 Moisture Content (ASTM D-2216)	2	@	$ 26.52	each	$ 53.04
2.14 Unconfined Compressive Strength Soil (ASTM D 2166)	1	@	$ 63.65	each	$ 63.65
2.15 Unconfined Compressive Strength Rock (ASTM D-7012)	1	@	$ 79.57	each	$ 79.57
				Sub Total	$ 472.10
Geotechnical Labor					
Project Principal (Muhammad Mustafa)	1	hr @	$ 244.60	hr	$ 244.60
Geotechnical Engineering Manager (Jason Schwarz)	2	hr @	$ 174.71	hr	$ 349.42
Professional Engineer IV (15-20)	12	hr @	$ 150.95	hr	$ 1,811.40
Engineer In Training I (0-5)	22	hr @	$ 89.73	hr	$ 1,974.06
Scientist In Training I	6	hr @	$ 52.55	hr	$ 315.30
Administrative Assistant IV (15-20)	2	hr @	$ 58.70	hr	$ 117.40
				Sub-Total	$ 4,812.18
				Grand Total	**$ 7,705.72**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

HVJ South Central Texas - M & J, Inc.

CCO Approved Rate Period:
3/19/2021 -- 3/18/2023

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Muhammad Mustafa	73803	**Principal / MS 30+ PE**	**$244.60**	**/hr**
Key Personnel	Syed Jafar	98288	**Office Manager / BS 22+ PE**	**$230.62**	**/hr**
Key Personnel	Russell Jernigan	90795	**Principal / PhD, 34+ PE & PG**	**$210.22**	**/hr**
Key Personnel	Martin Elliott	92538	**ConstructionMaterial Engineering Manager / MBA, BS 30+**	**$201.61**	**/hr**
Key Personnel	Jason Schwarz	99343	**Geotechnical Engineering Manager / BS 18+ PE**	**$174.71**	**/hr**
Key Personnel	Leonel Ruiz	97291	**Geotechnical Engineering Mgr./ MBA, BS 22+**	**$151.20**	**/hr**
Administrative Assistant IV (15-20)				**$58.70**	**/hr**
Engineer in Training I (0-5)				**$89.73**	**/hr**
Engineering Technician VI (25+)				**$110.42**	**/hr**
Engineering Technician III (10-15)				**$102.03**	**/hr**
Engineering Technician II (5-10)				**$64.29**	**/hr**
Engineering Technician I (1-5)				**$50.32**	**/hr**
Professional Engineer IV (15-20)				**$150.95**	**/hr**
Professional Engineer III (10-15)			**Project Manager**	**$120.20**	**/hr**
Professional Engineer II (8 -10)			**Project Manager**	**$118.11**	**/hr**
Professional Engineer I (4-8)			**Project Manager**	**$100.80**	**/hr**
Scientist in Training I (0-5)			**Geologist**	**$52.55**	**/hr**

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CCO Approved Rates Period:
3/19/2021 - 3/18/2023
~~Rate Period: 3/19/2020 - 3/18/2021~~

GEOTECHNICAL ENGINEERING SERVICES				
Consultant Name: HVJ South Central Texas - M&J, Inc.			**Unit**	**Rate**
Rates for all materials testing includes all office and laboratory costs needed to perform testing and to report results. Field costs are not included.				
1. Drilling				
1.1	Rig Mobilization (maximum of one per project assignment)		Per ea	$618.00
1.2	Minimum Daily Rig Charge (only if drill depth rates below not used)		Per day	$1,060.90
1.3	**Soil Drilling**			
	1.3.1	Soil Drilling 0' to 25' depth (includes all back-filling)	Per ft	$23.34
	1.3.2	Soil Drilling 25' to 35' depth (includes all back-filling)	Per ft	$26.52
	1.3.3	Soil Drilling 35' to 50' depth (includes all back-filling)	Per ft	$29.71
	1.3.4	Standard Penetration Tests (SPT) (ASTM D 1586)	Per ea	$31.83
	1.3.5	Shelby Tube (Thin Wall/3") (ASTM D 1587)	Per ea	$31.83
1.4	**Rock Drilling**			
	1.4.1	Rock Drill Surcharge (to be used in addition to soil drilling depth rates above only when rock is encountered)	Per ft	$8.49
1.5	**Rock Coring**			
	1.5.1	Rock Coring 0' to 25' depth (includes all back-filling)	Per ft	$31.83
	1.5.2	Rock Coring 25' to 35' depth (includes all back-filling)	Per ft	$33.95
	1.5.3	Rock coring 35' to 50' depth (includes all back-filling)	Per ft	$36.07
	1.5.4	Rock coring 50' to 65' depth (includes all back-filling)	Per ft	$40.31
	1.5.5	Rock coring 65' to 80' depth (includes all back-filling)	Per ft	$42.44
1.6	**Concrete Coring**			
	1.6.1	Trip Charges (round-trip)	Per ea	$132.61
	1.6.2	Equipment Charge	Per hr	$53.05
	1.6.3	Core Bit Surcharge (in addition to base equipment charge)		
		1.6.3.1 - 3-inch diameter core	Per inch	$6.37
		1.6.3.2 - 4-inch diameter core	Per inch	$9.55
		2.6.3.3 - 6-inch diameter core	Per inch	$12.73
	1.6.4	Repair Core hole	Per ea	$53.05
1.7	**HMAC Coring**			
	1.7.1	Trip Charge (round-trip)	Per ea	$132.61
	1.7.2	Equipment Charge	Per hr	$53.05
	1.7.3	Field Tech time (on-site only)	Per hr	$116.70
	1.7.4	Repair Core hole with HMAC	Per ea	$42.44
	1.7.5	Repair Core hole with Cold Mix	Per ea	$53.05
1.8	Support Truck		Per day	$132.61
1.9	Water Truck		Per day	$212.18
1.10	Bore Casing		Per ft	$9.55
1.11	Observation Well - 20' - Typical - Materials Only		Per ea	$901.77
1.12	Observation Well - 20' - Typical - Completed Well		Per day	$2,440.07
1.13	Plug/Abandon Observation Well		Per ea	$1,326.13
1.14	Steam Cleaner		Per day	$185.66
1.15	Air Compressor		Per day	$371.32
2. Laboratory Testing				
2.1	Moisture Content (ASTM D 2216)		Per ea	$26.52
2.2	Moisture Content + Dry Density (ASTM D 2937)		Per ea	$42.44
2.3	Atterberg Limits (ASTM D-4318; TEX-104-E, TEX 105-E and TEX-106-E)		Per ea	$84.87

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Consultant Name: HVJ South Central Texas - M&J, Inc.			Unit	Rate
Rates for all materials testing includes all office and laboratory costs needed to perform testing and to report results. Field costs are not included.				
2.4	Hydrometer Analysis (ASTM D 422)		Per ea	$190.96
2.5	No. 200 Sieve (ASTM D-1140: TEX-111-E)		Per ea	$53.05
2.6	Particle Gradation: Including No. 200 sieve (ASTM D-422, TEX 110E)		Per ea	$79.57
2.7	Particle Gradation: Including No. 200 sieve (ASTM D-422)		Per ea	$79.57
2.8	Moisture Density Relationship: Standard Effort: 4" Mold (ASTM D 698 A & B)		Per ea	$267.80
2.9	Moisture Density Relationship: Standard Effort: 6" Mold (ASTM D 698 C & D)		Per ea	$267.80
2.10	Moisture Density Relationship: Modified Effort; 4" Mold (ASTM D 1557 A & B)		Per ea	$278.51
2.11	Moisture Density Relationship: Modified Effort; 6" Mold (ASTM D 1557 C & D)		Per ea	$278.51
2.12	Moisture Density Relationship: base & cohesionless sand (TEX 133E)		Per ea	$278.51
2.13	Moisture Density Relationship: subgrade & embankment soils (TEX 114 E) Part II		Per ea	$278.51
2.14	Unconfined Compression Test - Cohesive Soils (ASTM D 2166)		Per ea	$63.65
2.15	Unconfined Compression Test - Rock (ASTM D 2938)		Per ea	$79.57
2.16	Consolidation Test (ASTM D 2435) (up to 6 load increments)		Per ea	$450.88
	2.16.1	Each additional load increment in excess of 6	Per ea	$63.65
2.17	Triaxial Unconsolidated-Undrained (UU) (ASTM D 2850) (per point)		Per ea	$143.22
2.18	Triaxial Unconsolidated-Undrained (UU) (ASTM D 2850) (multi-stage, 3 stage loading)		Per ea	$185.66
2.19	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767)		Per ea	$530.45
2.2	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767)		Per ea	$769.15
2.21	Direct Shear UU, per point (ASTM modified)		Per ea	$185.66
2.22	Direct Shear CU, per point (ASTM D 6528)		Per ea	$212.18
2.23	Direct Shear CD, per point (ASTM D 3080), includes extrusion, unit wt., and moisture		Per ea	$450.88
2.24	Direct Shear CD with residual strength, per point, incl. ext., unit wt., and moisture		Per ea	$503.93
2.25	Shrinkage (Volumetric) (ASTM D 427, ASTM D 4943)		Per ea	$68.96
2.26	Shrinkage (Bar Linear) (TEX-107-E)		Per ea	$68.96
2.27	Swell Pressure (ASTM D 4546) Single Load		Per ea	$19.10
2.28	Swell Pressure (ASTM D 4546) Multi-Load Increments		Per ea	$259.92
2.29	Free Swell		Per ea	$159.14
2.30	Controlled Pressure Swell		Per ea	$307.66
2.31	PVR (TEX 124-E)		Per ea	$244.01
2.32	Texas Triaxial Compression Test (TEX-117E)			
	2.32.1	Molding, Curing, and Testing 8 Specimens	Per ea	$2,015.71
	2.32.2	Sample Preparation (TEX-101-E)	Per ea	$85.70
	2.32.3	Sieve Analysis (TEX-110-E)	Per ea	$80.34
	2.32.4	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	$84.87
	2.32.5	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$53.05
	2.32.6	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$68.96
	2.32.7	Wet Ball Mill (TEX-116-E)	Per ea	$267.80
2.33	Soil-Lime Relationship: PI Method (TEX-112-E, ASTM D 3551)		Per ea	$636.54
2.34	Soil-Lime Relationship: PH Method (ASTM D 6276, ASTM D 3551)		Per ea	$291.75
2.35	Soil Lime Compression Test (TEX-121-E, ASTM D 3551)		Per ea	$106.09
2.36	Soil-Lime Compaction Testing (TEX-121-E, Part II)		Per ea	$222.79
2.37	Atterberg Limits of Lime Treated (ASTM D 4318, ASTM D 3551)		Per ea	$106.09
2.38	Sample Remolding		Per ea	$116.70
2.39	Expansion, Shrinkage, and Uplift Pressure of Soil-Lime Mixtures (ASTM D-3877)		Per ea	$291.75
2.40	CBR of Laboratory-Compacted Soils (ASTM D 1883)		Per ea	$291.75
	2.40.1	Each Additional Point	Per ea	$90.18
3. Miscellaneous Testing				
3.1	Soluble Sulfate (ASTM C 88)		Per ea	$68.96

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CCO Approved Rates Period:
3/19/2021 - 3/18/2023
~~Rate Period: 3/19/2020 - 3/18/2021~~

Consultant Name: HVJ South Central Texas - M&J, Inc.			Unit	Rate
Rates for all materials testing includes all office and laboratory costs needed to perform testing and to report results. Field costs are not included.				
3.2	Specific Gravity of Soils (TEX-108-E)		Per ea	$74.26
3.3	Soil pH (TEX-128-E)		Per ea	$42.44
3.4	Laboratory Resistivity (ASTM G-58, TEX 129-E)		Per ea	$100.79
3.5	PH, Sulfate, Chloride & Resistivity		Per ea	$159.14
3.6	Crumb Test of Clayey Soils (ASTM 6572)		Per ea	$42.44
3.7	Organic Content (ASTM D 2974)		Per ea	$79.57
3.8	Permeability - Falling Head (ASTM D 5084)		Per ea	$381.92
3.9	Permeability - Constant Head (ASTM D 2434)		Per ea	$283.25
4. Outside Services				
5.1	Outside Services (Reimbursables)		Rate	cost + 5%
5. Subconsultants				
5.1	Subconsultants Services		Rate	cost + 5%

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Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
	$92,134.01	11/16/2020	7/3/2021	100.0%	100.0%	0.0%
1.2. Survey and Geotech	$56,726.15	2/1/2022	3/15/2022	0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$148,860.16			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
1.2 Schematic Design	$113,643.74	2/1/2022	6/1/2022	0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$113,643.74			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
1.2 Reimburseables	$3,925.00					
Reimburseable Total	$4,175.00					
Project Total	$266,678.90			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

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Attachment 6 - Maximum Not-to-Exceed Contract Amounts by Phase

PHASE A: PRELIMINARY PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE A TOTAL*	$148,860.16
PHASE B: DESIGN PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE B TOTAL*	$113,643.74
PHASE C: BID-AWARD-EXECUTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE C TOTAL*	$0.00
PHASE D: CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE D TOTAL*	$0.00
PHASE E: POST-CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE E TOTAL*	$0.00
ADDITIONAL COSTS		
	ADDITIONAL COSTS TOTAL	$0.00
REIMBURSABLE COSTS		
	REIMBURSABLE COSTS TOTAL	$4,175.00
	MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT	**$266,678.90**

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...ION CHECKLIST

Consultant Firm: MWM Design Group, INC	**Contract Name:** Branch Library Interior Renovations
Solicitation Number: CMP286	**Contract Number:** SA 20000009
Project Manager/Phone: Alison VonStein	**CCO Contact:** Kitty Mak

✓ Standalone PSA ___ Rotation List PSA ___ Supplemental Amendment

AGREEMENT	Initial PSA "✓"	SA # 1 "✓"
Informed Consent and Agreement		✓
Agreement signature page (Transactions >$500K require PS IV; >1.5M require Supervisor; >2.5M require DM signature; >$2.5M require AD signature.)		✓
General Conditions of the Agreement		
Supplemental Terms & Conditions of the Agreement		
Exhibits (A through _____)		
Attachments (1 through _____)		
All documentation associated with the SA - list below: Attachment 3 - Fee Proposal, Attachment 5 - RAP + Att. 6		✓
Supporting Documents		
PSA/SA Execution Checklist		✓
PSA/SA Cover Sheet		✓
Funding Affirmation Form (FAF), if applicable		✓
Recommendation for Council Action (RCA) including approved Council Minutes		✓
Original Form 1295 (Signed) (NOTE: Required for Initial PSA or SA's $1 mil or more approved by Council)		N/A
Certificate of Insurance with Ratings (B+ or above) and/or all Endorsements (if needed)		✓
Debarred Reports (SAM, State, City and Vendor Not Boycotting Israel from https://comptroller.texas.gov/purchasing/docs/anti-bds.pdf)		✓
Master Attachment 4 Quality Control Plan (QCP) submitted to QMD prior to execution		
Pages from Initial Executed PSA (General Conditions and/or Supplemental T&C, etc.)		N/A
Contract Compliance Checklist and supporting documents		✓
DocuSign 1st Envelope Summary (After consultant signed)		✓

NOTE: Do not include rate review data (raw rates, overhead, profit data, etc.) with this packet

COMMENTS:

Post Execution Quality Assurance: I attest that all required documents are present, in correct order, and a Quality Assurance Check has been performed to ensure that information is in accordance with Department's Electronic Records Management (EDIMS) SOP.

Signature _____ Date: 1/18/2022

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STAND ALONE PSA/SA COVER SHEET

Contract Title: Branch Library Interior Renovations
CIP ID:
Solicitation No.: CLMP286
Contract Number:

After execution, CCO will process financial transaction and provide 1 copy to PM, 1 copy to Consultant, and 1 copy to CCO record management.

Consultant Contact, Name, & Address:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, TX 78752

Project Authorization History	
Council Authorization Date(s): ***March 12, 2020***	$685,000.00
Administrative Authority (at Council Award):	$61,000.00
Council Authorization Date(s):	
Total Amount of Council Authorization:	$746,000.00

Initial PSA Amount: *Note: Set MA not-to-exceed threshold amount to PSA not-to-exceed amount, then encumber a DO for this amount*	$92,384.01
SA#1 Amount: (Add'l Servs Ph. A & Basic Servs Ph. B - Schematic)	$174,294.89
SA#2 Amount:	
SA#3 Amount:	
Total PSA Amount (Including this Transaction):	$266,678.90

Master Agreement Expiration Date (Including this Transaction):	**11/15/2023**

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Capital Contracting Office 01/10/2022

CIP Funding Affirmation Form

Contract Name:	**Branch Library Interior Renovations**	**Contract ID #:**	**DO 6100 20121403231**
Contract Manager:	**Garrett Cox**		

The CIP FAF only includes CIP accounting lines. Any non CIP accounting lines are listed in the comment section below. Please communicate with the finance staff of the department for the FDU listed for any funding source information required.

1) Is COA using/seeking funds from other entities to partially or fully fund this Project? *(For example: grants, loans, reimbursements, and any other type of partnership.)*	☐ Yes ☑ No
2) Does proposed Project funding include Federal funds passed-through a State agency? *(Such as DOT or FHWA funds managed by TXDOT, FEMA dollars managed by TDEM, EPA or FEMA funds managed by TWDB, or Federal Land and Water Conservation Fund managed by TPWD.)*	☐ Yes ☑ No
3) Are phase(s) of the Project used as COA's participation/match? *(For example, use of design phase dollars as COA's grant participation/match)*	☐ Yes ☑ No
4) Are there any key due dates to be met associated with the funding sources? *(Such as funding agreement requires construction be started or completed by a certain date.)*	☐ Yes ☑ No

5) Please list Project funding source(s) below. *(For Master Agreements, RLs, JOC, and ID/IQ; FDUs/Project funding sources are required prior to each specific project assignment, not at the solicitation stage.)*

FDU	FDU Name	Funding Source	Available Balance
8122 8507 2304	Manchaca Rd. Branch Roof Replacement/Renovation	CIP appr-Gen Oblig bonds	$2,222,199.84
8122 8507 2203	Willie May Kirk Branch Renovation	CIP appr-Gen Oblig bonds	$1,121,215.64
8122 8507 2201	Old Quarry Branch Renovation	CIP appr-Gen Oblig bonds	$891,198.46
8122 8507 2202	Little Walnut Creek Branch Renovation	CIP appr-Gen Oblig bonds	$2,400,914.96
8122 8507 2204	St. John Branch Renovation	CIP appr-Gen Oblig bonds	$2,009,217.53
		Total	$8,644,746.43

If you answered "yes" to any of the questions 1-4 above, please explain in comments section below, and submit to CCO a copy of the funding agreement(s) or grant award with this form.

Comments:

Signatures: *(electronic, digital, or ink)*	
8122 8507 2304	(13-Mar-19)
8122 8507 2203	(13-Mar-19)
8122 8507 2201	(13-Mar-19)
8122 8507 2202	Harrison, Wendy (27-Oct-20)
8122 8507 2204	(13-Mar-19)

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Subproject ID	Subproject Name
11983.001	Old Quarry Branch Library Renovation
12702.001	Little Walnut Creek Renovation
11981.001	Willie Mae Kirk Branch Library Renovation
12703.001	St. John Branch (Renovation)
12704.001	Manchaca Branch (Roof Replacement / Renovation)

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Recommendation for Action

File #: 20-1405, **Agenda Item #:** 8. 3/12/2020

Posting Language

Authorize negotiation and execution of a professional services agreement with MWM Design Group, Inc. (WBE) (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP286 to provide architectural services for Branch Library Interior Renovations in amount not to exceed $685,000.

[Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.].

Lead Department

Capital Contracting Office

Managing Department

Austin Public Library

Fiscal Note

Funding is available in the Fiscal Year 2019-2020 Capital Budget of the Austin Public Library.

Purchasing Language:

Staff recommendation is the most qualified firm out of three firms evaluated through the City's qualification-based selection process.

For More Information:

Inquiries should be directed to the City Manager's Agenda Office, at 512-974-2991 or AgendaOffice@austintexas.gov <mailto:AgendaOffice@austintexas.gov>.

NOTE: Respondents to this solicitation, and their representatives, shall direct inquiries to Rolando Fernandez, 512-974-7749, Beverly Mendez, 512-974-3596, or the Project Manager, Minh Bruce, 512-974-7493.

Additional Backup Information:

This is a 2018 Bond Funded item.

For the past three decades the City has been one of the fastest-growing cities in the United States. According to 2017 Census Data estimates, the rapid pace of population expansion is expected to continue over the next two decades. Smart growth and sustainability standards continue to be major contributors to the quality of life afforded to City residents. Public expectations are that the City will continue as a nationally recognized leader within the green movement and in providing library services that are rated as above national average. The Library facilities are public-facing facilities that contribute directly to quality of life expectations afforded our City residents and guests.

The Austin Public Library Capital Improvement Program consist of rehabilitation projects identified as

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necessary to meet current service demands. The rehabilitation projects are in direct response to the growth demands placed on existing physical assets by a burgeoning population and guidepost established by City Council's Strategic Direction 2023.

The selected firm will provide architectural design, civil and structural engineering, mechanical, electrical and plumbing services from design, construction and warranty to rehabilitate the Old Quarry Branch, Little Walnut Creek Branch, Manchaca Branch, Willie Mae Kirk Branch, and St. John Branch libraries. The work at the individual branches is more substantial and beyond routine maintenance. The Library's Interior Renovations program combines five library branch projects with similar modernization and refurbishment scopes of work. The work requires project designs that are reflective of the emerging architectural styles of our region and aligns with City initiatives including citizen participation in the design processes, Art in Public Places, and project team participation by minority and women-owned businesses.

The program consists of selective demolition and renovations that include interior finishes, floor finishes and base, new suspended ceilings and electrical service, lighting and plumbing, new gypsum drywall assemblies, storefront window systems and new furnishings. The program includes miscellaneous asbestos abatement, compliance with current Americans with Disabilities Act (ADA) and the City's sustainability objectives.

The branches slated for renovation will have to close during the construction period. Branch closure in turn will impact public access to library services at the affected branches. Branch closure and construction will be tightly coordinated and staggered to minimize disruption to access, on-going programs and services.

Should the item not be approved, the capital needs resulting from deferred maintenance and aging buildings could result in significant component failures and major structural rehabilitation of existing building systems, such as HVAC equipment, roofs, driveways, parking lots, and other equipment necessary for facility and occupant operations.

TOP RANKED FIRM: MWM Design Group, Inc. (WBE/FW) is located in Austin, TX

Government that Works for All, Culture and Lifelong Learning.

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M/WBE Summary

Participation subgoals stated in the solicitation were 1.90% African American; 9.00% Hispanic; 4.90% Native Asian; 15.80% WBE. The Top-Ranked firm provided a MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department. The Second Ranked firm provided a MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department.

Public notice was given for this Request for Qualifications CLMP286 Branch Library Interior Renovations, through the City's Vendor Connection web portal. Three firms submitted qualifications statements and responses were opened on December 11, 2019. Of the three of submittals received two of the firms submitting were certified MBE/WBE.

TOP RANKED FIRM: MWM Design Group, Inc. – Total Participation:

		82.20%
WBE TOTAL – PRIME		
(FW) MWM DesignGroup, Inc. Austin, TX		82.20%
MBE TOTAL – SUBCONSULTANTS		15.80%
African American Subtotal		1.90%
(MB) Adisa Public Relations, Austin, TX	(Public Information Services, Public Relations Consulting)	1.90%
Hispanic Subtotal		9.00%
(MH) Jose I. Guerra, Inc., Austin, TX	(Structural Engineering)	8.00%
(MH) Altura Solutions, LP, Austin, TX	(Compliance Consulting, American Disability Act (ADA))	1.00%
Native/Asian Subtotal		4.90%
(MA) Encotech Engineering Consultants, Inc., Austin, TX	(Electrical Engineering)	4.90%
WBE TOTAL – SUBCONSULTANTS		2.00%
(FW) Baer Engineering & Environmental Consulting, Inc., Austin, TX	(Environmental Engineering, Environmental Consulting)	1.00%
(FW) Project Cost Resources, Austin, TX	(Cost Estimating)	1.00%

SECOND RANKED FIRM: Jaime Beaman, AIA, Inc., dba, CasaBella Architects– Total Participation:

MBE TOAL – PRIME		74.00%
(MH) Jaime Beaman, AIA, Inc. Dba CasaBella Architects, Austin, TX		74.00%
MBE TOTAL – SUBCONSULTANTS		9.00%
African American Subtotal		2.00%
(MB) Kings Struarchural, Inc., Round Rock, TX	(Structural Engineering)	2.00%
Hispanic Subtotal		2.00%
(MH) Steinman Luevano Structures LLP, Austin, TX	(Structural Engineering)	2.00%
Native/Asian Subtotal		5.00%

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(MA) Encotech Engineering Consultants Inc., Austin TX	(Electrical & Mechanical Engineering)	5.00%
WBE TOTAL – SUBCONSULTANTS		16.00%
(FW) Bothne Engineering, Leander, TX	(Electrical & Mechanical Engineering)	5.00%
(FW) Gessner Engineering, Georgetown, TX	(Civil Engineering)	5.00%
(FW) Project Cost Resources, Katy, TX	(Cost Estimating Services)	2.00%
(FW) Coleman & Associates, Austin, TX	(Electrical & Mechanical Engineering)	3.00%
(FA) Aeparmia Engineering, Austin, TX	(Building Permit Services)	1.00%
NON M/WBE TOTAL - SUBCONSULTANTS		1.00%
Jensen Hughes, Austin, TX	(Fire & Safety Services)	1.00%

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Capital Contracting Office
Evaluation of Consultant Qualifications

COMPOSITE EVALUATION MATRIX

Received: **December 11, 2019**

Project: **CLMP286 Branch Library Interior Renovations**

Project Manager: **Minh Bruce**

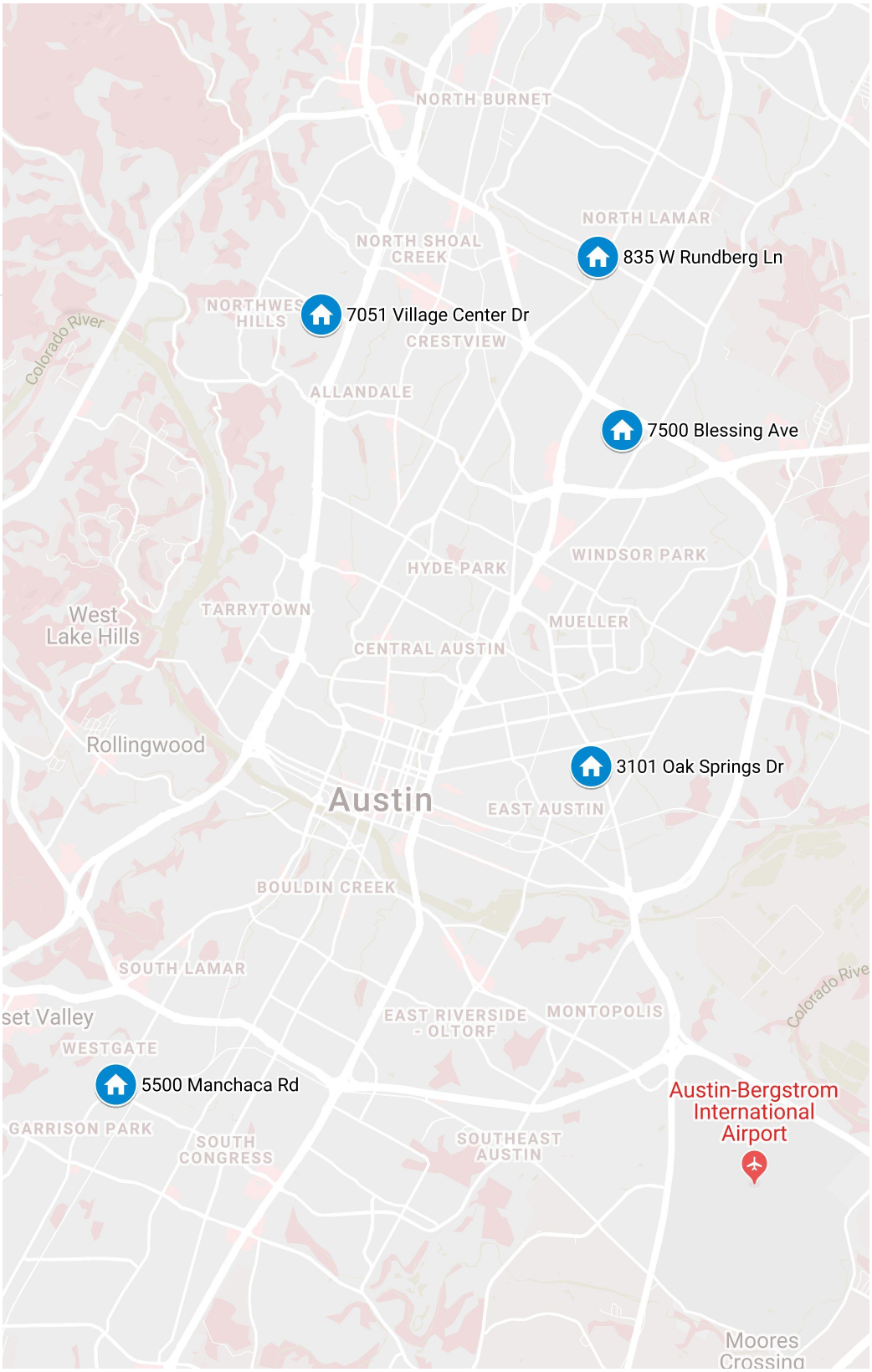
Firm (or Joint Venture)	Item 1 [Yes or No] MBE/WBE Procurement Program	Item 2 [Yes or No] Turned in all Required Documents	Item 3a [10] Team's Structure	Item 3b [20] Team's Approach	Item 4 [20] Project Manager Project Professional and Project Principal Experience			Item 5 [15] Prime Firm's Comparable Project Experience	Item 6 [15] Major Scopes of Work Comparable Project Experience	Item 7 [10] Team's Experience with Austin Issues	Item 8 [10] COA Experience with Prime	[100] TOTAL POINTS	RANK
					PMgr [10]	PProf [6]	Pprinc. [4]						
MWM Design Group, Inc. (WBE/FW)	Y	Y	9.20	17.10	9.60	5.20	3.70	13.75	13.85	9.55	8.50	90.45	1
Jaime Beaman, AIA, Inc., dba, CaseBella Architects (MBE/MH)	Y	Y	8.50	16.20	7.40	5.40	3.70	11.75	11.85	9.10	8.58	82.48	2
Heimsath Architects	Y	Y	8.50	14.60	8.10	4.60	3.60	12.05	12.75	8.80	8.48	81.48	3

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CLMP286 Libraries

Libraries

- 835 W Rundberg Ln
- 5500 Manchaca Rd
- 7051 Village Center Dr
- 7500 Blessing Ave
- 3101 Oak Springs Dr



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AUSTIN CITY COUNCIL **REGULAR MEETING**
MINUTES **THURSDAY, MARCH 12, 2020**

Invocation: Imam Islam Mossaad

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, March 12, 2020 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Adler called the Council Meeting to order at 10:18 a.m. Council Member Harper-Madison was absent.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the Austin City Council special called meeting of February 11, 2020, special called of February 12, 2020, special called of February 13, 2020, work session of February 18, 2020, and regular meeting of February 20, 2020.
   The motion to approve the minutes of the Austin City Council special called meeting of February 11, 2020, special called of February 12, 2020, special called of February 13, 2020, work session of February 18, 2020, and regular meeting of February 20, 2020 was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

2. Approve an ordinance directing the City Manager to negotiate and execute all documents and instruments necessary or desirable to sell approximately 0.021 acre or 912 square feet of land out of the Thomas Anderson Survey No. 17, Travis County, Texas, to the State of Texas acting by and through the Texas Transportation Commission for the project known as the Oak Hill Parkway, located at or near the intersection of West US 290 and McCarty Lane, conveyed by warranty deed to the City of Austin Electric Utility Department and recorded in Volume 11591, Page 1325, for the amount of $6,384. District(s) Affected: District 8.
   Ordinance No. 20200312-002 was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

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3. Authorize reimbursement of costs to Ascension Seton for the purchase and installation of heat exchangers and associated piping required to interconnect the Seton Medical office building to the Mueller District Cooling System, in an amount not to exceed $713,880.
The motion authorizing reimbursement of costs to Ascension Seton was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

4. Authorize award and execution of a construction contract with M.A. Smith Contracting Company, Inc., for the Rutherford Lane Campus Parking Lot Improvements project in the amount of $1,899,463.00, plus an $189,946.30 contingency, for a total contract amount not to exceed $2,089,409.30. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 8.32% MBE and 1.05% WBE participation.]. District(s) Affected: District 1.
This item was withdrawn on consent on Council Member Tovo's motion, Council Pool's second on a 10-0 vote.

Item 5 was pulled for discussion.

6. Authorize award and execution of a construction contract with MGC Contractors, Inc. for the North Austin Reservoir and Pump Station Improvements projects in the amount of $39,410,000 plus a $3,941,000 contingency, for a total contract amount not to exceed $43,351,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 30.96% MBE and 1.72% WBE participation.]. District(s) Affected: District 7.
The motion authorizing the award and execution of a construction contract with MGC Contractors, Inc. was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

7. Authorize negotiation and execution of a professional services agreement with the following five staff recommended firms (or other qualified responders) for Request for Qualifications Solicitation No. CLMP288: HDR Engineering, Inc., Jacobs Engineering Group, Inc., Stanley Consultants, Inc., Stantec Consulting Services, Inc., and Jose I. Guerra, Inc.(MBE) for engineering and technical services for the 2020 Engineering Services for Austin Energy Plants and Distribution Systems Rotation List in an amount not to exceed $12,000,000. [This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 13.70% MBE and 13.80% WBE participation.]. District(s) Affected: District 1, District 4.
The motion authorizing negotiation and execution of a professional services agreement with HDR Engineering, Inc., Jacobs Engineering Group, Inc., Stanley Consultants, Inc., Stantec Consulting Services, Inc., and Jose I. Guerra, Inc., or other qualified responders was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

8. Authorize negotiation and execution of a professional services agreement with MWM Design Group, Inc. (WBE) (staff recommendation) or one of the other qualified responders for Request

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for Qualifications Solicitation No. CLMP286 to provide architectural services for Branch Library Interior Renovations in amount not to exceed $685,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.]. District(s) Affected: District 3, District 4, District 5, District 10.

The motion authorizing negotiation and execution of a professional services agreement with MWM Design Group, Inc. or one of the other qualified responders was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

9. Authorize negotiation and execution of a professional services agreement with Terracon Consultants, Inc., or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP287, to provide roof replacement and system upgrade services for Branch Library Roof Replacement and System Upgrades project, in an amount not to exceed $535,357. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.]. District(s) Affected: District 1, District 3, District 6, District 7, District 10.

This item was withdrawn on consent on Council Member Tovo's motion, Council Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

10. Authorize negotiation and execution of a professional services agreement with Baer Engineering and Environmental Consulting, Inc. (WBE), for Request for Qualifications Solicitation No. CLMP287, to provide roof replacement and system upgrade services for Branch Library Roof Replacement and System Upgrades project, in an amount not to exceed $535,357. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 25.00% MBE and 75.00% WBE participation.]. District(s) Affected: District 1, District 3, District 6, District 7, District 10.

The motion authorizing negotiation and execution of a professional services agreement with Baer Engineering and Environmental Consulting, Inc. was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

11. Approve a resolution related to an application by Vi Collina, LLC, or an affiliated entity, for housing tax credits for a multi-family development that will be financed through the private activity bond program to be known as Vi Collina, located at or near 2401 East Oltorf Street, within the City. District(s) Affected: District 3.

This item was postponed on consent to March 26, 2020 on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

12. Approve a resolution related to an application by Austin Leased Housing Associates IV, Limited Partnership, or an affiliated entity, for housing tax credits for a multi-family development that

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frost Insurance Austin
401 Congress Ave., #1400
Austin TX 78701

CONTACT NAME: Todd Durst
PHONE (A/C, No, Ext): 512-473-4612 **FAX (A/C, No):** 512-473-4555
E-MAIL ADDRESS: Todd.Durst@frostinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co A+	19682
INSURER B : Hartford Casualty Insurance Company A+	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MWMDE-1
MWM Design Group Inc.
305 East Huntland Drive #200
Austin TX 78752

COVERAGES **CERTIFICATE NUMBER:** 1610783169 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			65UUNUY4917	4/4/2021	4/4/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			65UUNUY4917	4/4/2021	4/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			65XHUUY5179	4/4/2021	4/4/2022	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per project aggregate limit is applicable where required by written contract.
The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement on primary and non-contributory basis that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status. Contractual liability is covered as defined by the definition of an "insured contract." 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER
City of Austin
Capital Contracting Office
P. O. Box 1088
Austin TX 78767

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lance Vaul

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER David Carothers c/o Praxiom Risk Management, LLC 123 West Bloomingdale Avenue #300 Brandon, FL 33511	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 350-7729 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Nextep, Inc. and Nextep Business Solutions, Inc. 1800 North Interstate Drive Norman, OK 73072	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American Zurich Insurance Company A+ / 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21OK505949080 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	**X**	WC 56-11-380-08	08/01/2021	08/01/2022	**X** PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
				Location Coverage Period:	08/01/2021	08/01/2022	**Client#** 1515-TX	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

Alt. Emp: MWM Design Group, Inc.
305 E Huntland Dr #200
Austin, TX 78752

Waiver of subrogation in favor of City of Austin

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

City of Austin
Capital Contracting Office
PO Box 1088
Austin, TX 78767

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David E. Carothers

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Client#: 133839 MWMDESIG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2022

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PRODUCER
USI Southwest
7600-C No. Capital of Tx. Hwy. #200
Austin, Texas 78731

CONTACT NAME: Debi Wylie
PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782
E-MAIL ADDRESS: debra.wylie@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company - Corrected A+	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MWM Design Group, Inc.
305 E. Huntland
Suite 200
Austin, TX 78752-3730

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol			PAAEP0139200 Retro:10/01/80	03/30/2021	03/30/2022	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The policy(s) includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

CERTIFICATE HOLDER
City of Austin
Capital Contracting Office
P.O. Box 1088
Austin, TX 78767

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James E. Zimmerman

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

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(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

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operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

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enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

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However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

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settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

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insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

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This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

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f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

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The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

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(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

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(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

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nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   - **a. (1)** Radio;
   - **(2)** Television;
   - **(3)** Billboard;
   - **(4)** Magazine;
   - **(5)** Newspaper; or
   - **b.** Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   - **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   - **b.** An interactive conversation between or among persons through a computer network.
2. "**Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   - **a.** Injury;
   - **b.** Sickness; or
   - **c.** Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
   - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   - **c.** All other parts of the world if the injury or damage arises out of:
     - **(1)** Goods or products made or sold by you in the territory described in **a.** above;
     - **(2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
     - **(3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **a.** Refusal to employ that person;
   - **b.** Termination of that person's employment; or
   - **c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - **a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    - **b.** You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    - **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

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Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

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(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

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ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. **"Volunteer worker"** means a person who
    - **a.** Is not your "employee";
    - **b.** Donates his or her work;
    - **c.** Acts at the direction of and within the scope of duties determined by you; and
    - **d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"Your product"**:
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
25. **"Your work"**:
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
        - **(2)** The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☒ Specific Waiver

   City of Austin
   Capital Contracting Office
   PO Box 1088
   Austin, TX 78767

   ☐ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   Waiver of subrogation in favor of City of Austin

3. Premium:
   The premium charge for this endorsement shall be $0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

   No Charge

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/10/2022 Policy No: WC 56-11-380-08 Endorsement No:

Insured: Nextep, Inc. and Nextep Business Solutions, Inc. Premium: $

Insurance Company: American Zurich Insurance Company

Countersigned by

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Austin Capital Contracting Office PO Box 1088 Austin, TX 78767	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/10/2022 Policy No:. WC 56-11-380-08 Endorsement No:

Insured: Nextep, Inc. and Nextep Business Solutions, Inc.
1800 North Interstate Drive Premium: $

Insurance Company: American Zurich Insurance Company

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External Resources

Contact

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List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

Updated September 2021

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 11/18/21

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
23075463	BRI Supply Inc 9332 N. 95th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years

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City of Austin
Purchasing Office
CURRENTLY SUSPENDED AND DEBARRED VENDORS

Vendor Name	Vendor Address	Certified	Type of Action	Length	Period	Comments

NONE AT THIS TIME

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Capital Contracting Office
Contract Compliance Checklist

CLMP#/Project: (286) Branch Library Interior Renovations PM: Alison Von Stein

Consultant: MWM Design Group, Inc. Contract Number: SA20000009

Professional Services Supplemental Amendments (Adding Basic Services, Additional Services, Additional Authorization)

☑ Council Authority – eCapris printout of Council Authority and previous contract amendments indicates sufficient funding – If prior to 10/2006 AFS 2 payments in Controller's Website reviewed

☑ Form 1295 (>$1M) **N/A if publicly traded entity** ☐ Publicly Traded Company

☑ Check for contract expiration 11/15/2023

☐ **YES** ☑ **NO** - Change Control Committee

☐ **YES** ☑ **NO** - AWARDED PRIOR TO JANUARY 2016

☐ Accepted	CCC Results:
☐ Rejected	Reason if any:

☐ **YES** ☑ **NO** - Assignment Based Contract? (Do not encumber entire amount of authorization, only amount of assignment)

☑ **YES** ☐ **NO** - Rate Change completed?

☑ **FOR ALL REQUESTS** – Requested rate increase is within contract timeframe (For contracts executed prior to January 2016)

☑ **FOR ALL REQUESTS** – Insurance has not expired 4/4/2022 Worker Comp 8/1/22 PL 3/30/22

REQUESTS with Additional Scope of Services (New Proposals)

☑ Work is within contract scope of services/NOT Scope Creep

☑ Level of Expertise (Appropriate Level of Job Classifications)

☑ Appropriate # of hours for Principal

☑ Hourly rates within approved contract rates

☑ Check Assumptions and/or Exclusions

☑ Reimbursable expenses in compliance with the contract

☑ RAP - consistent with Scope of Services

☑ Check % increase of each phase additional basics service for Ph.A and included Ph.B Basic Services -

☑ Proposed Subs consistent with Compliance Plan #VJ & JW

Comments:

1/3 emailed findings

$174,294.89

Contract Compliance Reviewer Signature _____ **Date** 1/18/2022

Master Agreement Data

Contract	Contract Name	PO Date	My eCAPRIS
MA 6100 SA200000009	Branch Library Interior Renovations	11/16/2020	☑

Responsible Department:
Division:
Rotation List:
Complexity:
Scope of Work:
Contract Description: New solicitation - Branch Library Interior Renovations, Council approved on 3/12/2020, item 8, in the amount of $685,000.00. For Initial PSA, Phase A amount is $92,384.01.

Council Award Date:
Original Agreement Expiration Date: 11/15/2023
Current Agreement Expiration Date: 11/15/2023
Total Authority: $92,384.01
Not to Exceed Amount: $92,384.01
Target Utilization: $0.00
Insurance: Select Required Insurance.
Council Priority: Select Council Priority.

Commodity Category: General Services
AIMS Procurement Category: Competitive Acquisition
AIMS Sustainability: No Sustainability Impact
AIMS Living Wage: Misc: Living Wage
Living Wage: No

Prime Vendors

RCA Rank	Vendor Name	Cert Code	Contracts	Current Authority	Not to Exceed	Total Contracted	Total Closed	Contracted Balance	Remaining Authority	Total Expended
	Mwm Designgroup Inc / Mwm Designgroup Or Martinez, Wright And Mendez Inc	WDB	1	$92,384.01	$92,384.01	$92,384.01	$92,134.01	$250.00	$0.00	$92,134.01
	Total:		**1**	**$92,384.01**	**$92,384.01**	**$92,384.01**	**$92,134.01**	**$250.00**	**$0.00**	**$92,134.01**

Personnel

Employee	Role	Department	Phone Number	Email Address	
Mak, Kitty Pui-Ngan	Buyer	Financial Services	512-974-7055	kitty.mak@austintexas.gov	
Cox, Garrett	Contract Manager	Financial Services	512-974-9423	garrett.cox@austintexas.gov	
Amaya, Amy	SMBR Contact	Small and Minority Business Resources	512-974-7605	amy.amaya@austintexas.gov	

Related Financial Documents

Number	Name	Date	Other Info
Requisitions			
		Created Date	**Type**
RQM 6100 19100200010	Branch Library Interior Renovations	10/02/2019	Recurring Purchase
Solicitations / Sourcing			
		Issued Date	**Type**
RFQS 6100 CLMP286	Branch Library Interior Renovations	11/04/2019	Professional Services - Project Specific
Contracts			

		Award Date	Amount	Expenses	Balance	Closed Date
MA 6100 SA200000009	Branch Library Interior Renovations	11/16/2020	$92,384.01	$0.00	$92,384.01	11/15/2023

Participation

Category	Certification	Total Payments	% Paid	% Contract
Combined Goals	MBE/WBE Combined	$92,134.01	100.00%	99.73%
Participation Goals	MBE	$42,187.07	45.79%	45.66%
	WBE	$49,946.94	54.21%	54.06%
	Not Certified	$0.00	0.00%	0.00%
Sub Goals	African American	$0.00	0.00%	0.00%
	Hispanic	$19,706.61	21.39%	21.33%
	Asian	$22,480.46	24.40%	24.33%
	Native American	$0.00	0.00%	0.00%
	Combined	$22,480.46	24.40%	24.33%
	WBE	$49,946.94	54.21%	54.06%
	Not Certified	$0.00	0.00%	0.00%
DBE Goals	DBE	$64,243.87	69.73%	69.54%
	Other	$27,890.14	30.27%	30.19%

Files / Documents

Document Purpose	Display Name	File Name	Description	Upload Date / By	Update Date / By
There are no documents for this contract.					

Status

Date	Updated By	Description	Impacts	Reason for Delay	Status	CCO	
02/25/2021	Mak, Kitty Pui-Ngan		No Impact Entered		Active		

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REQUEST FOR CHANGE OF COMPLIANCE PLAN

Request for Change of Compliance Plan forms must follow the requirements as outlined in the City's MBE/WBE Procurement Program Ordinance Section 2-9(A-D)-23 and Section 11 of the Program Rules.

Date: 18 November 2021	Contract No.:
Solicitation No.: CLMP286	Project Name: Branch Library Interior Renovations
Prime Contractor/Consultant: MWM DesignGroup	

Proposed Change: ■ Addition ☐ Deletion ☐ Substitution *(sub removed)* ☐ Contract Change

Subcontractor/Subconsultant Level: ☐ 1st Tier ■ 2nd Tier ☐ 3rd Tier

Note: If the request is a substitution, complete information for the firm being removed in the space above and sub being added below.

Name of Subconsultant/Subcontractor: HVJ South Central Texas		
Vendor Code: V00000939833	Ethnic/Gender Code: ☐AA ☐HIS ■A/NA ☐WBE ■ M ☐ F ☐Non-Minority	City of Austin Certified: ■ Yes ☐ No
Contact Person: Huhammad Mustafa		Phone No.: 512 447 9081
Email Address: mmustafa@hvj.com		Fax No.: 512 443 3442
Subcontractor's Original Amount ($): 0	Proposed Change +/- ($): 7,705.72	Change (%):
Commodity Code & Brief Description of Work: Geotechnical Engineering 9254640		
Reason for Requesting Change: (Attach supporting documentation as necessary): Added scope		

Proposed Change: ☐ Addition ☐ Deletion ☐ Substitution *(sub removed)* ☐ Contract Change

Subcontractor/Subconsultant Level: ☐ 1st Tier ☐ 2nd Tier ☐ 3rd Tier

Name of Subconsultant/Subcontractor:		
Vendor Code:	Ethnic/Gender Code: ☐AA ☐HIS ☐A/NA ☐WBE ☐ M ☐ F ☐Non-Minority	City of Austin Certified: ☐ Yes ☐ No
Contact Person:		Phone No.:
Email Address:		Fax No.:
Subcontractor's Original Amount ($):	Proposed Change +/- ($):	Change (%):
Commodity Code & Brief Description of Work:		
Reason for Requesting Change: (Attach supporting documentation as necessary):		

NOTE: Primes must submit a copy of your documentation regarding notice of changes to the subcontractor/subconsultant with this form.

☐ I certify that the information included in this Request for Change of Compliance Plan is true and complete to the best of my knowledge and belief.

Prime Printed Name: Julia. M. Harrod, President

Contact phone number: 512 797 5983 Email Address: juliah@mwmdesigngroup.com

Prime Signature: Julia Harrod Digitally signed by Julia Harrod Date: 2021.11.18 12:46:09 -06'00' Date: 18 November 2021

DocuSign Envelope ID: 57F28746-EB62-4C40-A618-3BAF417E66A1

** This section for City of Austin use only **

Please indicate the type of changes:

- ☐ Change is for an existing certified subcontractor/subconsultant already listed in the Compliance Plan.
- ☐ Change is within the existing scope being performed by the subcontractor/subconsultant.
- ■ Change is for a new scope to be performed by the subcontractor/subconsultant. Good faith effort documents attached.
- ☐ Change is an increase or decrease in the contract amount for the subcontractor/subconsultant as result of COA change order or amendment.

PROJECT MANAGER

Project Manager Signature required for all RFC submissions

Is this request a result of a COA change order? ☐YES ☐NO If yes, submit a copy of the change order with this RFC form to SMBR.

Did the prime submit Good Faith Effort documentation? ☐YES ☐NO If no, prime must submit with this RFC form prior to submitting to SMBR.

If this RFC is based on change order or amendment reviewed by the Change Control Committee, was it approved? ☐Yes ☐No Date: _____

Project Manager Comments: This request is to add a subconsultant for scope that was not included in the original comlpiance plan. The proposed change will increase MA/MBE participation.

Project Manager Signature: Alison Von Stein Digitally signed by Alison Von Stein Date: 2022.01.04 16:22:09 -06'00' Date:

Project Manager Supervisor/ Division Manager/Designee Signature

Required only for RFC's related to deletions/reductions of scopes greater than 25% and escalated issues.

Division Manager Comments: _____

Division Manager/Designee Signature: Date:

SMALL & MINORITY BUSINESS RESOURCES

Business Development Counselor (BDC) signature required for all RFC submissions

■ This RFC has been recommended for approval. ☐This RFC has not been recommended for approval.

Did a violation occur as a result of this RFC? ☐ Yes ■ No

■Addition Sub ☐Addition Scope ☐Deletion Sub ☐Deletion Scope

☐Substitution Sub ☐Substitution Scope ☐Changes> 25% ☐Changes < 25%

SMBR BDC Comments: Adding a certified (A/NA) subcontactor for a new scope of work

Approved Goal: MBE_____% AA 1.90 % HIS 9.00 % A/NA 4.90 % WBE_% DBE_____%

Participation after RFC: MBE_____% AA 1.90 % HIS 9.00 % A/NA 4.90 % WBE 15.80 % DBE_____%

SMBR BDC Signature: Amy Amaya Digitally signed by Amy Amaya Date: 2022.01.05 16:05:02 -06'00' Date: 1/5/2022

Senior Business Development Counselor

Authorized approval for additions and change orders less than 25% and no violation occurrence.

☑ I approve the recommended change. ☐ I disapprove the recommended change.

SMBR Senior BDC Signature: Cassidy Villegan Date: 01-06-21

Director/Designee Signature

Required for RFC's related to all substitutions, deletions/reductions of scopes greater than 25%, escalated issues and violation occurrences.

☐ I approve the recommended change. ☐ I disapprove the recommended change.

SMBR Director/Designee Comments: _____

SMBR Director/Designee Signature: Date:

CONTRACT AWARDING AUTHORITY

Modification to the MBE/WBE Compliance Plan approved in the above RFC is hereby made a part of the contract as authorized by the signature below.

Comments: _____

Signature: Date:

If all of the following requirements are met, the SMBR Department Director's prior written approval is on file with the Public Works, Purchasing, Capital Contracting Office, and SMBR departments. Project Manager should sign the form, obtain required signature prior to sending a copy directly to SMBR.

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REQUEST FOR CHANGE OF COMPLIANCE PLAN

Request for Change of Compliance Plan forms must follow the requirements as outlined in the City's MBE/WBE Procurement Program Ordinance Section 2-9(A-D)-23 and Section 11 of the Program Rules.

Date: 3 December 2021	Contract No.:
Solicitation No.: CLMP286	Project Name: Branch Library Interior Renovations
Prime Contractor/Consultant: MWM DesignGroup	

Proposed Change: ■ Addition ☐ Deletion ☐ Substitution *(sub removed)* ☐ Contract Change

Subcontractor/Subconsultant Level: ☐ 1st Tier ☐ 2nd Tier ☐ 3rd Tier

Note: If the request is a substitution, complete information for the firm being removed in the space above and sub being added below.

Name of Subconsultant/Subcontractor: Jim Whitten Roof Consultants		
Vendor Code: VC0000101731	Ethnic/Gender Code: ☐AA ■HIS ☐A/NA ☐WBE ■ M ☐ F ☐Non-Minority	City of Austin Certified: ■ Yes ☐ No
Contact Person: Rob Hernandez		Phone No.: 512 250 0999
Email Address: rob@jimwhitten.com		Fax No.: 512 250 9711
Subcontractor's Original Amount ($): 0	Proposed Change +/- ($): 14,874.55	Change (%):
Commodity Code & Brief Description of Work: Roof consulting (design and construction administration) (91891)		
Reason for Requesting Change: (Attach supporting documentation as necessary): Project will include envelope and roof repairs not included in original scope		

Proposed Change: ☐ Addition ☐ Deletion ☐ Substitution *(sub removed)* ☐ Contract Change

Subcontractor/Subconsultant Level: ☐ 1st Tier ☐ 2nd Tier ☐ 3rd Tier

Name of Subconsultant/Subcontractor:		
Vendor Code:	Ethnic/Gender Code: ☐AA ☐HIS ☐A/NA ☐WBE ☐ M ☐ F ☐Non-Minority	City of Austin Certified: ☐ Yes ☐ No
Contact Person:		Phone No.:
Email Address:		Fax No.:
Subcontractor's Original Amount ($):	Proposed Change +/- ($):	Change (%):
Commodity Code & Brief Description of Work:		
Reason for Requesting Change: (Attach supporting documentation as necessary):		

NOTE: Primes must submit a copy of your documentation regarding notice of changes to the subcontractor/subconsultant with this form.

☐ I certify that the information included in this Request for Change of Compliance Plan is true and complete to the best of my knowledge and belief.

Prime Printed Name: Julia. M. Harrod, President

Contact phone number: 512 797 5983 Email Address: juliah@mwmdesigngroup.com

Prime Signature: Julia Harrod Digitally signed by Julia Harrod Date: 2021.12.13 16:46:07 -06'00' Date: 13 Dec 2021

DocuSign Envelope ID: 57F28746-EB62-4C40-A618-3BAF417E66A1

** This section for City of Austin use only **

Please indicate the type of changes:

- ☐ Change is for an existing certified subcontractor/subconsultant already listed in the Compliance Plan.
- ☐ Change is within the existing scope being performed by the subcontractor/subconsultant.
- ■ Change is for a new scope to be performed by the subcontractor/subconsultant. Good faith effort documents attached.
- ☐ Change is an increase or decrease in the contract amount for the subcontractor/subconsultant as result of COA change order or amendment.

PROJECT MANAGER

Project Manager Signature required for all RFC submissions

Is this request a result of a COA change order? ☐YES ☐NO If yes, submit a copy of the change order with this RFC form to SMBR.

Did the prime submit Good Faith Effort documentation? ☐YES ☐NO If no, prime must submit with this RFC form prior to submitting to SMBR.

If this RFC is based on change order or amendment reviewed by the Change Control Committee, was it approved? ☐Yes ☐No Date: _____

Project Manager Comments: This is for a scope that was not solicited with the original compliance plan. It will increase MH participation.

Project Manager Signature: Alison Von Stein Digitally signed by Alison Von Stein Date: 2021.12.29 15:32:32 -06'00' Date:

Project Manager Supervisor/ Division Manager/Designee Signature

Required only for RFC's related to deletions/reductions of scopes greater than 25% and escalated issues.

Division Manager Comments: _____

Division Manager/Designee Signature: Date:

SMALL & MINORITY BUSINESS RESOURCES

Business Development Counselor (BDC) signature required for all RFC submissions

☑ This RFC has been recommended for approval. ☐This RFC has not been recommended for approval.

Did a violation occur as a result of this RFC? ☐ Yes ☑ No

☑Addition Sub ☐Addition Scope ☐Deletion Sub ☐Deletion Scope

☐Substitution Sub ☐Substitution Scope ☐Changes> 25% ☐Changes < 25%

SMBR BDC Comments: Adding a certified (Hisp) sub for a new scope of work

Approved Goal: MBE_____% AA 1.90 % HIS 9.00 % A/NA 4.90 % WBE 15.80 % DBE_____%

Participation after RFC: MBE_____% AA 1.90 % HIS 9.00 % A/NA 4.90 % WBE 15.80 % DBE_____%

SMBR BDC Signature: Amy Amaya Date: 1/3/2022

Senior Business Development Counselor

Authorized approval for additions and change orders less than 25% and no violation occurrence.

☑ I approve the recommended change. ☐ I disapprove the recommended change.

SMBR Senior BDC Signature: Cassidy Villegan Date: 01-05-22

Director/Designee Signature

Required for RFC's related to all substitutions, deletions/reductions of scopes greater than 25%, escalated issues and violation occurrences.

☐ I approve the recommended change. ☐ I disapprove the recommended change.

SMBR Director/Designee Comments: _____

SMBR Director/Designee Signature: Date:

CONTRACT AWARDING AUTHORITY

Modification to the MBE/WBE Compliance Plan approved in the above RFC is hereby made a part of the contract as authorized by the signature below.

Comments: _____

Signature: Date:

If all of the following requirements are met, the SMBR Department Director's prior written approval is on file with the Public Works, Purchasing, Capital Contracting Office, and SMBR departments. Project Manager should sign the form, obtain required signature prior to sending a copy directly to SMBR.

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Certificate Of Completion

Envelope Id: E15ED2805FE64028B773F3AD0BA3B477
Status: Completed
Subject: SA#1 - SA200000009 Branch Library Interior Renovations
Source Envelope:
Document Pages: 56
Signatures: 2
Envelope Originator:
Supplemental Document Pages: 4
Initials: 0
Kitty CCO Mak
Certificate Pages: 5
AutoNav: Enabled
1860 Michael Faraday Dr.
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
kitty.mak@austintexas.gov
IP Address: 162.89.0.62

Record Tracking

Status: Original
1/10/2022 12:03:47 PM
Holder: Kitty CCO Mak
kitty.mak@austintexas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Julia Harrod juliah@mwmdesigngroup.com President MWM DesignGroup, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: 867495800021487... Signature Adoption: Drawn on Device Using IP Address: 68.203.27.153	Sent: 1/10/2022 1:15:00 PM Viewed: 1/12/2022 8:04:25 AM Signed: 1/13/2022 6:37:02 AM
Electronic Record and Signature Disclosure: Accepted: 1/12/2022 8:04:25 AM ID: 1feb929b-5547-493b-960a-c25021c031ac		
Supplemental Documents:	Informed Consent.pdf	Viewed: 1/13/2022 6:36:49 AM Read: 1/13/2022 6:36:53 AM Accepted: 1/13/2022 6:36:53 AM
Eduardo O. Mendez eduardom@mwmdesigngroup.com Sr. Vice President MWM Design Group, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: A20C68908EA04CA... Signature Adoption: Pre-selected Style Using IP Address: 104.189.168.65	Sent: 1/13/2022 6:37:04 AM Viewed: 1/13/2022 6:39:02 AM Signed: 1/13/2022 6:43:56 AM
Electronic Record and Signature Disclosure: Accepted: 1/13/2022 6:39:02 AM ID: 274cefa9-1cc7-4136-aae3-58986cc63ecd		
Supplemental Documents:	Informed Consent.pdf	Viewed: 1/13/2022 6:39:43 AM Read: 1/13/2022 6:39:48 AM Accepted: 1/13/2022 6:40:00 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kitty Mak kitty.mak@austintexas.gov Procurement Specialist City of Austin - Capital Contracting Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/13/2022 6:43:58 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/10/2022 1:15:01 PM
Certified Delivered	Security Checked	1/13/2022 6:39:02 AM
Signing Complete	Security Checked	1/13/2022 6:43:56 AM
Completed	Security Checked	1/13/2022 6:43:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Austin (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

DocuSign Envelope ID: 57F28746-EB62-4C40-A618-3BAF417E66A1

How to contact Carahsoft OBO City of Austin:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: del.randall@austintexas.gov

To advise Carahsoft OBO City of Austin of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at del.randall@austintexas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carahsoft OBO City of Austin
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to del.randall@austintexas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Austin
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to del.randall@austintexas.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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Acknowledging your access and consent to receive materials electronically

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SUPPLEMENTAL AMENDMENT NO. 2

Project Name: Branch Library Interior Renovations
Contract No.: SA200000009

This Supplemental Amendment shall be considered supplemental to and amendatory of the Agreement between the City of Austin ("Owner") and MWM DesignGroup, Inc. ("Consultant") entered into on November 16, 2020 for professional services required for the Branch Library Interior Renovations. This Supplemental Amendment shall be made part of the Agreement and all sections of the Agreement shall apply to this Amendment, except as amended below, as if fully written herein. The parties agree to the following changes to the Agreement:

SUPPLEMENT AND AMEND "SECTION I – CONSULTANT'S RESPONSIBILITIES" to include the following:

ADD I.E.2.a.(v). The Consultant shall provide basic services of Phase B: Design Phase services – Schematic Design Phase as generally described in the Agreement and more specifically detailed in Attachment 5 Scope of Services dated April 5, 2024.

SUPPLEMENT AND AMEND "SECTION IV - SCOPE OF SERVICES AND RESOURCE ALLOCATION PLAN (RAP)" to include the following:

ADD IV.B.2 The Consultant agrees to complete Supplemental Amendment No. 2 services in accordance with the approved Resource Allocation Plan in Attachment 5 of this Supplemental Amendment, and applicable standard of care.

SUPPLEMENT AND AMEND "SECTION V - COMPENSATION" to include the followings:

REPLACE V.A.1.b(i)

The total amount of compensation to be paid to the Consultant will not exceed:
Six Hundred Fifty-Seven Thousand Seven Hundred Ninety-Two Dollars and Four Cents ($657,792.04).

The total amount of compensation to be paid the Consultant for Supplemental Amendment No.2 Basic Services will be determined on a Stipulated Sum fee basis and shall not exceed **Three Hundred Ninety-One Thousand One Hundred and Thirteen Dollars and Fourteen Cents ($391,113.14)** as generally described in the agreement and more specifically detailed in this Supplemental Amendment No.2.

Compensation for Supplemental Amendment No.2 Reimbursable Expenses shall not exceed **Two Thousand Dollars and Zero Cents ($2,000.00)** as generally described in the agreement and more specifically detailed in this Supplemental Amendment No. 2.

The undersigned, by their signature, certifies that they are authorized to bind the Consultant and to fully comply with the supplemental amendment. The Consultant, by signing below, acknowledges that they have read the entire supplemental amendment and agree to be bound by the terms contained herein.

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This Supplemental Amendment is executed to be effective upon the date of the last party to sign.

City of Austin, Owner
P.O. Box 1088
Austin, TX 78731

DocuSigned by:
By: Precious Anyacho, FSD, CP
E81F0200729F4D0...

Printed Name: Precious Anyacho, FSD, CP

Title: Procurement Specialist IV

Date: 5/10/2024

MWM DesignGroup, Inc., Consultant
305 East Huntland Drive, Suite 200
Austin, Texas 78752

DocuSigned by:
By:
F0686156E86F442...

Printed Name: Tony Buonodono

Title: Vice President/Principal

Date: 5/9/2024

Attest:

DocuSigned by:
By:
224DAB17B3F1437...

Secretary, if a Corporation

END

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

Date: 05 April 2024
Subject: Professional Services Agreement – Supplementary Agreement #1
Project: Branch Libraries Renovations CLMP 286
C.I.P. No: 12702.001 Little Walnut Creek Branch Library Renovation;
C.I.P. No: 12704.001 Menchaca Road Branch Library Renovation;
Owner: City of Austin
Contact: Alison Von Stein, Project Manager, Public Works, City of Austin
512-974-7217; Alison.Von-Stein@austintexas.gov
Address: 6800 Burleson Road, Bldg. 312
Suite 200 Austin, TX 78744
Enclosures: Attachment A: Breakdown of Fees – MWM DesignGroup
Attachment B: Breakdown of Fees – Encotech Engineering Consultants (MEP)
Attachment C: Breakdown of Fees – Jose I Guerra Consulting Engineers (Structural)
Attachment D: Breakdown of Fees – PCR (Cost Estimating)
Attachment E: Breakdown of Fees – Altura Solutions (Accessibility)
Attachment F: Breakdown of Fees – Studio D Consulting (Sustainability)

The City of Austin in conjunction with Austin Public Library (Owner) has requested a proposal from MWM DesignGroup (MWM) for professional services pertaining to renovations at two Branch Libraries. Based on the Architectural Design Program Narratives (ADPN) and 100% Schematic Design Set previously completed by MWM under separate contracts (Preliminary Phase Services), as well as the updated Project Scope documents provided by the Owner from 07 April 2023 through 02 May 2023, the project consists of the following scope:

12702.001 Little Walnut Creek Branch Library Renovation

Base Services:

- Enclose existing main entrance and replace with additional interior square footage. Create new main entrance with accessible exterior stair and ramp at Northwest corner of the building.
- Create accessible family restroom to replace non-accessible staff restroom; make adjustments in meeting room where large storage closet is as required to accommodate
- ADA improvements:
  - Provide an additional drinking fountain to meet code requirements
  - Correct protruding objects
  - Correct non-compliant light switches as noted in the July 2021 ADPN accessibility assessment
  - Replace non-compliant door knobs
  - Correct non-compliant doors with vision lights and door stops
  - Revise men's and women's restroom layouts to meet accessibility requirements
  - Correct sink height in staff breakroom
- Replace existing flooring throughout
- Replace existing ceiling throughout
- Provide electrical and data to support new interior layout, including:
  - 6 data outlets
  - 6-10 electrical outlets

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- Replace AHU Units 1 through 4 only. Size new air handler to accommodate newly enclosed square footage at the NW corner. Provide required ductwork to support newly enclosed square footage.
- Provide architectural, electrical, and data requirements to support new circulation desk furnishing (provided by separate FFE contract); coordinate requirements for new circulation desk
- Provide new LED lighting where indicated on schematic design documents
- Add infrastructure (120v service, conduit, junction boxes) for installation of two (2) card readers
- Create new IT closet with dedicated mini split unit
- Remove storefront at Librarian's office and replace with clerestory
- Provide retrofit to fire alarm panel per the electrical scope narrative provided in the July 2021 ADPN
- Provide TPO overlay to existing roof
- Relocate book drop and associated secure closet

Add Alternates:

- None

12704.001 Menchaca Road Branch Library Renovation

Base Services:

- ADA Improvements:
  - Correct protruding objects identified in July 2021 ADPN accessibility report, including tv, defibrillator cabinet, towel dispenser, vegetation
  - Correct men's and women's restroom non-compliant items
  - Correct staff restroom non-compliant items
  - Correct non-compliant breakroom sink, microwave, and towel dispenser
  - Redesign book drop to be compliant with accessibility requirements if required; review in field, may be compliant
  - Correct non-compliant site signage
  - Correct sidewalk from public right of way to building entrance
  - Correct door maneuvering clearances
  - Correct drinking fountain mounted height
  - Provide compliant push/pull at office suite doors
- Line interior storm drains columns with expoy to address leakage
- Provide acoustic ceiling clouds, storage cabinets, and chair rail at meeting room
- Provide acoustic improvements at youth computer lab
- Add infrastructure (120v service, conduit, junction boxes) for installation of two (2) card readers
- Provide new ceilings throughout
- Provide new paint throughout
- Provide new flooring throughout
- Provide electrical and data to support new interior layout, including:
  - 6 data outlets
  - 6-10 electrical outlets
- Provide retrofit to fire alarm panel per the electrical scope narrative provided in the July 2021 ADPN

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- Retrofit to replace existing light fixtures with LED lamping
- Replace RTU HVAC per the mechanical scope narrative provided in the July 2021 ADPN
- Reconfiguration of staff areas/offices for quicker access to new circulation desk location (desk by Others)
- Provide clerestory/high windows for librarian's office
- Redesign loading dock area to be ADA compliant

Add Alternates:

- Add infrastructure (120v service, conduit, junction boxes) for installation of additional card readers

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. The scope of services and associated fee included in this proposal are intended to provide full scope of services for the remaining phases of the project. The proposal does not include changes in scope, unforeseen conditions, or other Owner-directed additional services.

Sustainability Note

This proposal has been prepared with the understanding that the proposed work is subject to Article 4 of Resolution 20071129-045 AND shall be specified to utilize best practices as prescribed by USGBC. The project will not be submitted for LEED certification.

Design

Design phase services, including architecture; civil engineering; landscape architecture; structural engineering; mechanical, electrical, and plumbing engineering; cost estimation; and envelope consulting will be provided for the program scope summarized above.

Design Development (60% Design Phase)

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. This phase includes an updated cost estimate in accordance with the prime contract. This proposal presumes not more than four (4) formal project design meetings, in total, will be scheduled for this phase.

In accordance with the Supplemental Terms and Conditions of the prime agreement, MWM shall complete a Project Manual including Division 0 and Division 1 documents during the Design Development phase. Should Owner subsequently amend the Division 0 and Division 1 documents, additional services may be required for the revision and reissue of the Project Manual.

Review with Owner Council Resolution 20071129-045 (the Sustainable Building Practices Resolution) and determine compliance strategy applicable to this project.

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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 drawings, an updated cost estimate, and project manual.

This proposal presumes not more than four (4) formal project design meetings, in total, will be scheduled for the Construction Documents Phase. This phase includes an updated cost estimate in accordance with the prime contract.

Permitting

Interior and exterior work are anticipated for both sites. Two building permits are expected, and two site plan exemptions are expected.

MWM assumes that the scope of exterior work for each site will fall within the allowed parameters of site plan exemptions, though if the limits of construction for any given site exceeds 3000 sf, then additional permitting services will be required.

Additionally, the Little Walnut Creek project is anticipated to require Tree (TORA) permit submission, due to the proximity of protected tree(s) to construction activity.

Permitting services will include submittals to: Site Exemption Review, City Arborist, & Commercial Building Review as well as to the Texas Department of Licensing and Regulation as described in Attachment E.

MWM shall oversee the following for permitting the project:

- Site Plan Exemptions x 2 (Duration of 6-8 weeks each, subject to City of Austin review timing)
    1. Prepare and submit Site Plan Exemption to the Development Assistance Center.
    2. Review and distribute comments from initial review.
    3. Coordinate with design team to address any needed plan changes or provide additional information to the City.
    4. Prepare and submit update to Zoning Staff.
    5. Coordinate with City Staff as needed for final approval.
    6. Coordinate payment of receipt.
    7. Distribute one copy of approval to Client.

- Tree Review (TORA) Permit (duration of 4-6 weeks, subject to City of Austin Arborist review timing)
    1. Prepare and submit building permit package and application.
    2. Review, distribute and assist with comments issued by the City.
    3. Meet with City staff as needed to address comments and answer questions.
    4. Seek resolution of final comments and issuance of Building Permit.
    5. Provide/Deliver one copy of approved plans and permit to client or contractor.

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- Building Permits x 2 (duration of approximately 10-12 weeks each, subject to City of Austin review timing)

1. Prepare and submit building permit package and application.
2. Review, distribute and assist with comments issued by the City.
3. Meet with City staff as needed to address comments and answer questions.
4. Seek resolution of final comments and issuance of Building Permit.
5. Provide/Deliver one copy of approved plans and permit to client or contractor.

Bid Phase Service

This proposal assumes the project will be bid in one drawing package supported by one set of specifications per direction received from the Owner in April 2023. The Little Walnut Creek and Menchaca branches will be combined as a single, phased package and distributed for Competitive Sealed Proposal solicitation. MWM will assist with CSP scoring criteria development and review of the received proposals. MWM will also respond to bidder's questions. This proposal presumes not more than one (1) project pre-bid conference meeting, in total, will be scheduled for this phase.

Construction Phase Services

MWM will perform construction administration services in accordance with the prime contract. This proposal includes not more than fifty-two (52) weekly project construction meetings, 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 over a twelve-month period. 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.

This proposal presumes a total construction duration of not more than 12 months.

Post-Construction Phase Services

For the project, MWM will perform the following Post-Construction phase services. 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.

Throughout the project MWM shall maintain current copies of the project construction drawings incorporating all Owner or MWM-initiated revisions. At the completion of the construction phase, MWM request as-built drawings from the contractor and shall update the Construction Drawings in accordance with the information received to constitute the record plan set for the project. MWM shall furnish to Owner a CD containing the complete set of PDF and Revit or CAD record plans. Sealing of record documents shall be in compliance with the requirements of Title 22, Chapter 1, Subchapter F of the Texas Administrative Code.

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

SCHEDULE OF COMPENSATION

The project shall be invoiced on the following basis.

Task Description		Total
A. Preliminary Phase	Lump sum	**$0.00**
B. Design Phase	Lump sum	**$270,467.78**
C. Bid-Award-Execution Phase	Lump sum	**$29,149.67**
D. Construction Phase	Lump sum	**$76,279.53**
B-D. Design/Construction Phase	Hourly	**$0.00**
E. Post-Construction Phase	Lump sum	**$13,216.16**
Reimburseables		**$2,000.00**
Project Total	Lump sum	**$391,113.14**

	ARCH	*LANDSCAPE*	*CIVIL*	*PERMIT*	*MEP*	*STRUCT*	*COST EST.*	*ADA*	*LEED*
A. Preliminary Phase	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
B. Design Phase	*$113,505.32*	*$7,100.64*	*$16,462.96*	*$0.00*	*$55,463.37*	*$43,716.90*	*$10,778.41*	*$3,367.06*	*$20,073.12*
C. Bid-Award-Execution Phase	*$9,093.84*	*$231.16*	*$869.26*	*$14,407.95*	*$2,173.56*	*$1,759.00*	*$0.00*	*$614.90*	*$0.00*
D. Construction Phase	*$43,811.28*	*$1,103.48*	*$5,556.68*	*$0.00*	*$13,331.75*	*$8,894.42*	*$0.00*	*$3,581.92*	*$0.00*
B-D. Design/Construction Phase	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
E. Post-Construction Phase	*$4,263.12*	*$0.00*	*$0.00*	*$0.00*	*$8,953.04*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
Reimbursables	*$2,000.00*								
Discipline Subtotal	*$172,673.56*	*$8,435.28*	*$22,888.90*	*$14,407.95*	*$79,921.72*	*$54,370.32*	*$10,778.41*	*$7,563.88*	*$20,073.12*

	ARCH	*Little Walnut Creek*	*Menchaca*
A. Preliminary Phase	*$0.00*	$0.00	$0.00
B. Design Phase	*$113,505.32*	$68,103.19	$45,402.13
C. Bid-Award-Execution Phase	*$9,093.84*	$5,456.30	$3,637.54
D. Construction Phase	*$43,811.28*	$26,286.77	$17,524.51
B-D. Design/Construction Phas	*$0.00*	$0.00	$0.00
E. Post-Construction Phase	*$4,263.12*	$2,557.87	$1,705.25
Reimbursables	*$2,000.00*	$1,000.00	$1,000.00
Discipline Subtotal	*$172,673.56*	$103,404.14	$69,269.42

	LANDSCAPE	*Little Walnut Creek*	*Menchaca*
A. Preliminary Phase	*$0.00*	$0.00	$0.00
B. Design Phase	*$7,100.64*	$7,100.64	$0.00
C. Bid-Award-Execution Phase	*$231.16*	$231.16	$0.00
D. Construction Phase	*$1,103.48*	$1,103.48	$0.00
B-D. Design/Construction Phas	*$0.00*	$0.00	$0.00
E. Post-Construction Phase	*$0.00*	$0.00	$0.00
Reimbursables		$0.00	$0.00
Discipline Subtotal	*$8,435.28*	$8,435.28	$0.00

	CIVIL	*Little Walnut Creek*	*Menchaca*
A. Preliminary Phase	*$0.00*	$0.00	$0.00
B. Design Phase	*$16,462.96*	$9,877.78	$6,585.18
C. Bid-Award-Execution Phase	*$869.26*	$521.56	$347.70
D. Construction Phase	*$5,556.68*	$3,334.01	$2,222.67
B-D. Design/Construction Phas	*$0.00*	$0.00	$0.00
E. Post-Construction Phase	*$0.00*	$0.00	$0.00
Reimbursables		$0.00	$0.00
Discipline Subtotal	*$22,888.90*	$13,733.34	$9,155.56

	PERMIT	*Little Walnut Creek*	*Menchaca*
A. Preliminary Phase	*$0.00*	$0.00	$0.00
B. Design Phase	*$0.00*	$0.00	$0.00
C. Bid-Award-Execution Phase	*$14,407.95*	$8,054.42	$6,353.53
D. Construction Phase	*$0.00*	$0.00	$0.00
B-D. Design/Construction Phas	*$0.00*	$0.00	$0.00
E. Post-Construction Phase	*$0.00*	$0.00	$0.00
Reimbursables		$0.00	$0.00
Discipline Subtotal	*$14,407.95*	$8,054.42	$6,353.53

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	MEP	Little Walnut Creek	Menchaca
A. Preliminary Phase	$0.00	$0.00	$0.00
B. Design Phase	$55,463.37	$25,284.31	$30,179.06
C. Bid-Award-Execution Phase	$2,173.56	$1,086.78	$1,086.78
D. Construction Phase	$13,331.75	$6,616.00	$6,715.75
B-D. Design/Construction Phase	$0.00	$0.00	$0.00
E. Post-Construction Phase	$8,953.04	$4,476.52	$4,476.52
Reimbursables			
Discipline Subtotal	$79,921.72	$37,463.61	$42,458.11

	STRUCT	Little Walnut Creek	Menchaca
A. Preliminary Phase	$0.00	$0.00	$0.00
B. Design Phase	$43,716.90	$29,380.09	$14,336.81
C. Bid-Award-Execution Phase	$1,759.00	$879.50	$879.50
D. Construction Phase	$8,894.42	$4,447.21	$4,447.21
B-D. Design/Construction Phase	$0.00	$0.00	$0.00
E. Post-Construction Phase	$0.00	$0.00	$0.00
Reimbursables			
Discipline Subtotal	$54,370.32	$34,706.80	$19,663.52

	COST EST.	Little Walnut Creek	Menchaca
A. Preliminary Phase	$0.00	$0.00	$0.00
B. Design Phase	$10,778.41	$5,880.44	$4,897.97
C. Bid-Award-Execution Phase	$0.00	$0.00	$0.00
D. Construction Phase	$0.00	$0.00	$0.00
B-D. Design/Construction Phase	$0.00	$0.00	$0.00
E. Post-Construction Phase	$0.00	$0.00	$0.00
Reimbursables			
Discipline Subtotal	$10,778.41	$5,880.44	$4,897.97

	ADA	Little Walnut Creek	Menchaca
A. Preliminary Phase	$0.00	$0.00	$0.00
B. Design Phase	$3,367.06	$1,683.53	$1,683.53
C. Bid-Award-Execution Phase	$614.90	$307.45	$307.45
D. Construction Phase	$3,581.92	$1,790.96	$1,790.96
B-D. Design/Construction Phase	$0.00	$0.00	$0.00
E. Post-Construction Phase	$0.00	$0.00	$0.00
Reimbursables			
Discipline Subtotal	$7,563.88	$3,781.94	$3,781.94

	LEED	Little Walnut Creek	Menchaca
A. Preliminary Phase	$0.00	$0.00	$0.00
B. Design Phase	$20,073.12	$10,036.56	$10,036.56
C. Bid-Award-Execution Phase	$0.00	$0.00	$0.00
D. Construction Phase	$0.00	$0.00	$0.00
B-D. Design/Construction Phase	$0.00	$0.00	$0.00
E. Post-Construction Phase	$0.00	$0.00	$0.00
Reimbursables			
Discipline Subtotal	$20,073.12	$10,036.56	$10,036.56

	TOTAL	Little Walnut Creek	Menchaca
Subtotal by Library/Location	**$391,113.14**	**$225,496.53**	**$165,616.61**

Invoices will be issued monthly (or as project conditions dictate) consistent with the percentage of the work completed, in accordance with SECTION 5 – COMPENSATION of the prime agreement. Subconsultant invoices will be provided when subconsultant services are being billed for, with Subcontractor Expenditure Reports properly completed by A/E. Invoices shall be submitted on a form approved by Owner.

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Reimbursable Allowance is designated in accordance with SECTION 5.2 – REIMBURSIBLE EXPENSES of the prime agreement. Reimbursables for the project shall specifically apply to reproduction, plats, deeds, and title. Reimbursables for the project shall also specifically include easement reports and the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

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.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: surveying services; geotechnical analysis; hazardous site assessments; environmental impact assessments; land acquisition services; easement acquisition or vacation; bore hole staking or locating; platting; acquiring certificates or abstracts of title; stormwater management improvements, including storm drain, water quality, or detention; utility improvements; field verification of tree subspecies by arborist; or design services other than as are specifically enumerated above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

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:

MWM DesignGroup, Inc.

03/22/2024
Date

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Attachment A

R023_002 Branch Libraries										5-Apr-24	
1. Little Walnut Creek - C.I.P. No: 12702.001											
2. Willie Mae Kirk - C.I.P. No: 11981.001											
3. Menchaca Road - C.I.P. No: 12704.001											
4. Old Quarry - C.I.P. No: 11983.001											
5. St John Branch - C.I.P. No: 12703.001											
Architecture & Interiors [MWM]	Julia Harrod										
	Managing Engineer VI	Managing Architect VI	Managing Architect IV	Professional Architect II	Architect Associate III	Supervisory CAD VI	CAD Tech. I	Admin Specialist III	Subtask Subtotal Hours	Subtask Subtotal Costs	Task Subtotal Costs
Billing Rate per Hour	$ 339.54	$ 231.16	$ 208.58	$ 119.92	$ 110.01	$ 166.91	$ 101.31	$ 122.91			
Task Description											
Design Phase									828		$ 113,505.32
60% Design											$ 44,321.88
Construction Drawings			12	80	136	4	10		242	$ 28,738.66	
Draft Specifications			8	8				2	18	$ 2,873.82	
Coordination of Owner provided scope items (FFE)			2	4					6	$ 896.84	
Sustainability coordination		4							4	$ 924.64	
Opinion of Cost			2						2	$ 417.16	
Internal QAQC		2	2	2	4				10	$ 1,559.36	
Project Management		2	12	24					38	$ 5,843.36	
Design Team Internal Meeting			4	4	4				12	$ 1,754.04	
Owner Meeting			4	4					8	$ 1,314.00	
90% Design											$ 43,946.16
Construction Drawings			32	60	104		10		206	$ 26,323.90	
Draft Specifications			8	8				2	18	$ 2,873.82	
Coordination of Owner provided scope items (FFE)			2	4					6	$ 896.84	
Material Selections and Boards			4	8	8				20	$ 2,673.76	
Sustainability coordination		4							4	$ 924.64	
Opinion of Cost			2						2	$ 417.16	
Internal QAQC		2	2	2	4				10	$ 1,559.36	
Project Management		4	12	24					40	$ 6,305.68	
Design Team Internal Meeting			4	4					8	$ 1,314.00	
Owner Meeting			2	2					4	$ 657.00	
100% Design											$ 25,237.28
Construction Drawings			4	8	20				32	$ 3,993.88	
Specifications			8	8				4	20	$ 3,119.64	
Coordination of Owner provided scope items (FFE)			2	4				2	8	$ 1,142.66	
Sustainability Coordination		4							4	$ 924.64	
Opinion of Cost			2						2	$ 417.16	
Internal QAQC		2	2	2	2				8	$ 1,339.34	
Project Management		4	8	16					28	$ 4,512.00	
Design Team Internal Meeting			4	4					8	$ 1,314.00	
Owner Meeting			2	2					4	$ 657.00	
Issued for Permit Set			8	4	16				28	$ 3,908.48	
Permit Revisions			8	4	16				28	$ 3,908.48	
Bid Award and Execution Phases									44		$ 9,093.84
Issued for Bid Set		2	4	4					10	$ 1,776.32	
Develop Evaluation Criteria		4	4						8	$ 1,758.96	
Pre-Bid Meeting		2	4						6	$ 1,296.64	
Answering Bidder Questions		4	12						16	$ 3,427.60	
Project Management			4						4	$ 834.32	
Construction Phase Services									282		$ 43,811.28
Issued for Construction Set / Conformed Set		2	8	4	8				22	$ 3,490.72	
Preconstruction Meeting					2				2	$ 220.02	
Weekly Construction Meeting & Site Visit (52 meetings)					78				78	$ 8,580.78	
Project Management			76						76	$ 15,852.08	
Substantial Completion Site Visits			8		8				16	$ 2,548.72	
RFIs, ASIs, PRs, Cos		4	12		24			8	48	$ 7,051.12	
Submittals		4	12		24				40	$ 6,067.84	
Post Construction Phase Services									28		$ 4,263.12
Project Management			4						4	$ 834.32	
Record Drawings			4		16				20	$ 2,594.48	
Site Visit			4						4	$ 834.32	
BASIC SERVICES SUBTOTAL	**0**	**50**	**318**	**298**	**474**	**4**	**20**	**18**	**1182**		**$ 170,673.56**
Subconsultant Expenses											
Landscape Total											$ 8,435.28
Design											$ 7,100.64
60% Design										$ 2,651.84	
90% Design										$ 2,651.84	
100% Design										$ 1,796.96	
Bid Award and Execution Phases										$ 231.16	$ 231.16
Construction Phase Services										$ 1,103.48	$ 1,103.48
Post Construction Phase Services										$ -	$ -
Civil Total											$ 22,888.90
Design											$ 16,462.96
60% Design										$ 6,023.76	
90% Design										$ 6,341.94	
100% Design										$ 4,097.26	
Bid Award and Execution Phases										$ 869.26	$ 869.26
Construction Phase Services										$ 5,556.68	$ 5,556.68
Post Construction Phase Services										$ -	$ -
Permitting											$ 14,407.95
Design Phase Services										$ 14,407.95	
MEP Total											$ 79,921.72
Design											$ 55,463.37
60% Design										$ 19,915.11	
90% Design										$ 25,553.01	
100% Design										$ 9,995.25	
Bid Award and Execution Phases										$ 2,173.56	$ 2,173.56
Construction Phase Services										$ 13,331.75	$ 13,331.75
Post Construction Phase Services										$ 8,953.04	$ 8,953.04
Structural											$ 54,370.32
Design Phase										$ 43,716.90	$ 43,716.90

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Attachment A

	Managing Engineer VI	Managing Architect VI	Managing Architect IV	Professional Architect II	Architect Associate III	Supervisory CAD VI	CAD Tech. I	Admin Specialist III	Subtask Subtotal Hours	Subtask Subtotal Costs	Task Subtotal Costs
Billing Rate per Hour	**$ 339.54**	**$ 231.16**	**$ 208.58**	**$ 119.92**	**$ 110.01**	**$ 166.91**	**$ 101.31**	**$ 122.91**			
Bid Award and Execution Phases										$ 1,759.00	**$ 1,759.00**
Construction Phase Services										$ 8,894.42	**$ 8,894.42**
Cost Estimate											**$ 10,778.41**
Design Phase Services										$ 10,778.41	
ADA / TAS											**$ 7,563.88**
Project Registration										$ 614.90	
TAS Plan Review Reports										$ 3,367.06	
TAS inspection Reports										$ 3,581.92	
Sustainability											**$ 20,073.12**
Consulting Services										$ 20,073.12	
SUBCONSULTANT EXPENSES SUBTOTAL											**$ 218,439.58**
REIMBURSABLE EXPENSES SUBTOTAL											**$ 2,000.00**
TOTAL										**TOTAL**	**$ 391,113.14**

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Attachment A

CATEGORY 1 LOADED HOURLY RATE SHEET for:

MWM DesignGroup

CCO Approved Rate Period:
3/4/2022 -- 3/2/2024

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Julia Harrod, PE	82663	**President, CEO, Project Principal, MS 31 yrs**	**$339.54**	**/hr**
Key Personnel	Owen Harrod, AIA PhD,	RA 16346/LEED A	**Associate, Architect, PhD, LEED Certified, 32 yrs**	**$231.16**	**/hr**
Key Personnel	Brian Wells, PE	89517	**QA/QC, Assoc., Operations Manager, BS 23 yrs**	**$275.54**	**/hr**
Key Personnel	Imad Salem, PE	91141	**Sr. Associate, 25 yrs**	**$275.54**	**/hr**
Key Personnel	Tony Buonodono, PE, P	103439	**Sr. Associate, PMP Certified, BS 16 yrs**	**$261.50**	**/hr**
Key Personnel	Megan Weinsierl, PM, AI	24185	**Architecture Studio Leader**	**$208.58**	**/hr**
Key Personnel	David Cazares, ASLA, LEE	RLA1870/Irrigato	**Associate, Landscape Arch, 26 yrs, LEED licensed**	**$231.16**	**/hr**
Key Personnel	Patrick Yglesias, RPLS	5813	**Survey PM**	**$177.98**	**/hr**
Managing Engineer IV (15-20)			**Civil (12+ as supervisor)**	**$261.50**	**/hr**
Managing Engineer V (20-25)			**Civil (15+ as supervisor)**	**$275.54**	**/hr**
Managing Engineer VI (25+)			**Civil (25+ as supervisor)**	**$339.54**	**/hr**
Supervisory Engineer III (12-15)			**Civil**	**$213.12**	**/hr**
Supervisory Engineer VI (25+)			**Civil**	**$227.09**	**/hr**
Professional Engineer I (4-8)			**Civil**	**$156.79**	**/hr**
Professional Engineer II (8 -10)				**$159.09**	**/hr**
Professional Engineer VI (25+)			**Civil**	**$167.80**	**/hr**
Engineer in Training I (0-5)				**$130.55**	**/hr**
Engineer in Training II (5-10)			**Civil**	**$141.49**	**/hr**
Design Technician II (5-10)			**Civil**	**$119.00**	**/hr**
Managing Architect IV (15-20)				**$208.58**	**/hr**
Managing Architect V (20-25)				**$227.09**	**/hr**
Managing Architect VI (25+)			**(20+ as supervisor)**	**$231.16**	**/hr**

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Attachment A

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Professional Architect I (4-8)			Architect	$106.86 /hr
Professional Architect II (8-10)				$119.92 /hr
Architect Associate I (0-5)			Architect & Landscape Architect Intern	$95.79 /hr
Architect Associate II (5-10)			Architect	$104.18 /hr
Architect Associate III (10-15)				$110.01 /hr
Managing Land Surveyor VI (25+)				$208.74 /hr
Managing Land Surveyor V (20-25)				$177.98 /hr
Registered Professional Land Surveyor VI (25+)				$136.19 /hr
Supervisory CADD IV (15-20)				$143.45 /hr
Supervisory CADD V (20-25)			Survey	$153.48 /hr
Supervisory CADD VI (25+)				$166.91 /hr
CADD Technician I (1-5)			Civil & Surveying	$101.31 /hr
CADD Technician II (5-10)				$107.11 /hr
CADD Technician V (20-25)				$120.58 /hr
CADD Technician VI (25+)			Civil & Surveying	$132.66 /hr
Administrative Supervisor IV (15-20)			Contract Admin & Permitting (4 yrs supervisory exp)	$142.19 /hr
Administrative Supervisor V (20-25)				$146.16 /hr
Administrative Specialist I (4-8)				$81.41 /hr
Administrative Specialist II (8-12)				$98.72 /hr
Administrative Specialist III (12-15)				$122.91 /hr
Supervisory Architect III (12-15)				$161.27 /hr

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Attachment B

ENCOTECH
ENGINEERING CONSULTANTS

We shape the world you live in.

March 12, 2024

Megan Weinzierl, AIA, PMP LEED AP
Architecture Studio Leader, Sr. Project Manager, MWM DesignGroup
305 East Huntland Drive
Austin, TX 78752

P: (917) 687-9031
E: megan.weinzierl@mwmdg.com

Re: **City of Austin Branch Library Renovations — Austin, TX**
Mechanical, Electrical, and Plumbing Engineering and Design Services
Additional Services #1 (Rev 6): Design and Construction Phase Services

Dear Megan ,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for Additional Services on the above referenced project to MWM DesignGroup, the "Client." The scope of Additional Services for City of Austin Branch Library Renovations, the "Project," in Austin, TX consists of Design and Construction Phase services for two (2) branch library buildings indicated below and their respective scope. **The project will be designed as one (1) design package and all design work described herein will run concurrently; any deviations from this schedule approach will be additional services.** Little Walnut Creek Branch and Menchaca Branch will be a single bid package with construction anticipated to begin in Fall of 2024. The construction is anticipated to be broken into two (2) phases during construction.

Building Information:

DESCRIPTION	FLOOR AREA	CONSTRUCTION BUDGET
Little Walnut Creek Branch	11,000 SF	$2,139,660.00
Menchaca Branch	14,500 SF	$1,466,930.00
TOTAL	**25,500 SF**	

Encotech will provide the Mechanical, Electrical, and Plumbing Design Services pertinent to the renovation of two (2) branch libraries. The scope of the renovations for the libraries are summarized as follows:

Little Walnut Creek Branch:
Base Bid:

- ADA Entrance Facing Street: Rebuild exterior stair and ramp with ADA compliant slopes and landing. Includes new enclosed square footage (771 SF) at the Northwest corner of the library.
- Other ADA improvements:
  - Replacing existing drinking fountain with dual-height drinking fountain.
  - Revise height of several light switches throughout the building to meet ADA requirements.
  - Renovations to staff, men's and women's restrooms.
  - Revise sink height in breakroom.
- New ceiling throughout entire space, including new diffusers.
- Additional data outlets (6 Qty).
- Additional electrical outlets (6-10 Qty).
- Electrical revisions to meet ADA requirements, code and where required for other scope.
- Replace Air Handling Units (AHU) 1 through 4 with one new AHU. The AHU shall be sized to accommodate newly enclosed square footage at Northwest corner.
- Replace ductwork associated with AHU-1 through AHU-4.
- Replace air handlers AHU 5-7 and dedicated outdoor air unit.
- Provide air curtain and building entrance main door.

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- Provide new controls for new HVAC capable of tying into Library Trane Tracer system.
- New LED lighting (only where noted).
- Add backboxes and electrical circuitry for installation of two (2) card readers.
- New Family Restroom.
- New Circulation desk.
- Addition of IT Closet with new dedicated mini-split AC unit.
- Revisions to Librarian's office (Clerestory in lieu of storefront). Power revisions as required.
- New Meeting Room and Children's Area divider. Power and HVAC revisions as required.
- Make modifications to existing fire alarm system to accommodate renovations.
- Coordination with new metal roofing to replace the existing roof.
- Change walls in head librarian's office to create a separate hall to staff restroom, breakroom, and workroom.

Bid Alternates:

- Relocated book drop and associated closet.
- Enclose small meeting room in front of the library. Power, lighting, and HVAC revisions as required.
- Create a separate hard-walled, temperature-controlled, IT Room rather than just a closet as listed above.

Menchaca Branch:

Base Bid:

- ADA Improvements:
  - Correction of protruding objects, wall-mounted TV, defibrillator cabinet, paper towel dispenser, vegetation.
  - Revisions to location of fixtures in men's and women's restrooms. (No additional fixtures).
  - Revisions to location of fixtures in employee restroom. (No additional fixtures).
  - Height correction of breakroom sink, microwave, and towel dispenser in breakroom.
  - Revising drinking fountain mounting height.
- Line interior storm drains within columns with epoxy lining (to mitigate leakage).
- Acoustical improvements at youth computer lab (additional ACT ceiling 100 SF). HVAC shall be revised from exposed to ducted to improve acoustics. Revisions to lighting as required.
- Add backboxes and electrical circuitry for installation of two (2) card readers.
- Provide new ceilings and replace diffusers.
- Provide miscellaneous electrical and data to support new interior layout, including additional outlets for new circulation desk and computer work areas.
  - Additional data outlets (quantity six (6)).
  - Additional electrical outlets (quantity six (6) to ten (10)). No other electrical improvements, except to meet ADA requirements, code and where required for other scope.
- Make modifications to existing fire alarm system to accommodate renovations.
- Retrofit or replace all existing light fixtures with LED lamping.
- Provide TPO roof replacement.
- Replace the five (5) Rooftop Units (RTUs).
- Replace ductless split-system in the GATN Room 2007.
- Replace all supply and return ductwork.
- Provide new controls for new HVAC capable of tying into Library Trane Tracer system.

Bid Alternates:

- Installation of up to six (6) additional card readers.
- Reconfiguration of staff areas/offices for quicker access to new circulation desk location. Renovation of 300 SF, including walls, ceilings, power, lighting, HVAC, etc. to create two rooms out of head librarian office.

ADDITIONAL SERVICES

Additional Services include engineering and design services to prepare design documents. **Additional Services** shall include:

1. Coordination with the Client to determine project requirements.
2. Perform engineering calculations and design.
3. Pre-design site visits (one (1) visit to each branch location) to observe and confirm the nameplate data, system types, condition, capacities, etc. of the existing mechanical, electrical, and plumbing systems and equipment. (Note: This does not imply creation of as-builts drawings.)
4. Attend periodic virtual design coordination meetings not to exceed five (5) per branch.

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5. Mechanical Design shall include:
    a) Zonal load analysis, sizing and scheduling of HVAC equipment based on zoning.

Design and routing of HVAC air distribution supply, return, exhaust, and outside air duct systems where needed per descriptions above.
Design and routing of HVAC condensate piping, where needed per descriptions above.
Design and location of all outside air, supply air, return air, and exhaust air devices.
Location of temperature sensors and other required HVAC system control devices where needed per descriptions above.
HVAC control schematics and written sequence of operations.
HVAC details.
Division 23 specifications.

6. Electrical Design shall include:
    a) Lighting and power outlet layout and circuiting.

Circuit design for appliances and special equipment.
Load analysis, one-line diagram, distribution panelboard schedules and wire sizing.
Electrical details as necessary.
Division 26 specifications.

7. Plumbing Design shall include:
    a) Domestic water and wastewater piping load analysis, sizing, layout, and riser diagrams.
    b) Storm drain piping lining.

Natural Gas piping load analysis, sizing, layout, and riser diagrams, if applicable.
Plumbing details.
Division 22 specifications.

8. Review of Opinion of Probable Construction Costs (OPCC) spreadsheet for Mechanical, Electrical and Plumbing work developed by others at 60% and 90% deliverables.
9. Correspondence with Commissioning Agent (retained by Others) to assist in addressing questions related to engineering design and construction documents for Little Walnut branch library.
10. Make plan revisions as required by the local jurisdiction during the City of Austin, 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. A single specification book shall be provided for all libraries.
    c) COM Check energy calculations for interior/exterior lighting, HVAC Equipment and Water Heaters per City of Austin, 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
Design Documents	60%	Outline	Coordination & Pricing
Construction Documents	90%	Short-form	Coordination & Pricing
	100%	Short-form	Bid, Construction & Permit
Bidding and Negotiations	Addenda	Addenda	Bid & Construction

LIMITED CONSTRUCTION PHASE SERVICES

1. Review of those submittals identified in the Engineer's mechanical, electrical, and plumbing specifications.
2. Respond to Request for Information (RFI) documents.
3. Review submittals as requested by the Client.
4. Attending Commissioning meetings during construction, including kickoff meeting and periodic Commissioning meetings not to exceed two (2) total.
5. Review and respond to Commissioning Issues Log items as required to resolve construction issues requiring design input.
6. Perform periodic site observation visits not to exceed two (2) MEP site observation visits per branch library for a total of four (4) site visits. Provide written reports to the Client.
    a) Reports shall list items observed which are not in compliance with the Contract Documents.

All reports shall be directed to the Client for Contract Administration.

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Attachment B

Site visits will not be continuous nor exhaustive.
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.
The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
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.

COMPENSATION

The lump sum fee to provide Additional services shall be **$79,921.72** distributed as shown below.

PHASE DESCRIPTION	LITTLE WALNUT CREEK	MENCHACA	PHASE SUBTOTAL
60% CD	$ 8,256.97	$ 11,658.14	$ 19,915.11
90% CD	$ 12,768.37	$ 12,784.64	$ 25,553.01
100% CD	$ 4,258.97	$ 5,736.28	$ 9,995.25
B&N	$ 1,086.78	$ 1,086.78	$ 2,173.56
Construction Phase	$ 6,616.00	$ 6,715.75	$ 13,331.75
Post-Construction Phase	$ 4,476.52	$ 4,476.52	$ 8,953.04
TOTAL	**$ 37,463.61**	**$ 42,458.11**	**$ 79,921.72**

REIMBURSABLE

Reimbursable expenses shall be as stated in the Original Agreement dated October 12, 2021.

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Attachment B

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

Sincerely,

Ali Khataw, PE
President & CEO

Patrick Morrissey, PE
Vice President, MEP Engineering

Agreed and Accepted by Authorized Corporate Officer of:

Legal Entity Name

Signature

Print Name

Title

Date

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Attachment B

The following sections strictly relate to the Agreement between Encotech Engineering Consultants, the "Engineer," and MWM DesignGroup, the "Client."

ASSUMPTIONS AND CONDITIONS

Assumptions and conditions shall be as stated in the Original Agreement dated October 12, 2020 and the following:

1. Email from Megan Weinzierl of MWM Design group to Sarah Migl of Encotech Engineering dated December 20, 2023 indicating the reduction from five (5) branch libraries to two (2) branch libraries.
2. Emails from Megan Weinzierl of MWM Design group to Sarah Migl of Encotech Engineering dated April 20, 2023 through May 2, 2023 and all associated file attachments and documents.
3. Five Branch Libraries Renovations Program – Scope Doc. April 2021-R1.docx (Note: This scope of work has now been reduced to two (2) branch libraries per the description above).
4. Schematic Design Narratives by Encotech Engineering as part of the original project scope.
5. Emails from Mary Franzosa of MWM Design group to Sarah Migl of Encotech Engineering dated April 28, 2021 and May 6, 2021 and all associated file attachments and documents.
6. Compensation shall be adjusted upwards if the building floor area increases or scope increases.
7. Fire Alarm will be a performance specification only.
8. The client shall work with the Engineer on RCP revisions and electrical outlet locations. The Client will work with the Engineer on the selection of all plumbing and lighting fixtures.
9. There shall be additional services if any of the existing utilities are not of adequate capacity or condition to accommodate the improvement and need to be upgraded.
10. It is anticipated that Little Walnut Creek and Menchaca will be constructed separately and not concurrently.
11. Team shall coordinate with Owner(s) and Stakeholder(s).
12. Team shall work to provide flexibility in design around circulation desks by minimizing electricity in any walls for ease of future demolition.
13. Furniture, Fixtures and Equipment (FFE) will be provided by another consultant. The design team shall coordinate with FFE consultant to provide design requirements.
14. All new work shall be specified as it would be if these were LEED Silver projects and documented in terms of applicable LEED v4.1 checklists but will not be formally submitted to USGBC. Energy Models will not be performed.
15. Project buildings will be designed concurrently but may not be built concurrently. One set of drawings and specifications will be issued for bidding purposes.
16. 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.

EXCLUSIONS

Exclusions shall be as stated in the Original Agreement dated October 12, 2021 in addition to the items listed below.

1. Fire Sprinkler Engineering Design and Fire Alarm Engineering Design are outside the scope described in this proposal. The Engineer will provide performance specifications for modifications to the existing Fire Protection and Fire Alarm systems; these specifications will be included in the engineering bid package for the purposes of distribution to a licensed Contractor. It is understood that the Contractor shall use these specifications to provide a bid for such services. The awarded Contractor(s) shall ultimately be responsible for the following Code-compliant items:
   a) Design and implementation of all sprinkler heads configured in conjunction with the following: Intended space usage as indicated on the Architectural plans, Reflected Ceiling Plan (RCP), and all potential coverage obstructions.
   b) Detailed pipe layout including sizing, coordinated with existing conditions and with other trades.
   c) Specifications for pipe materials, valves, and all appurtenances; hydraulic calculations.
   d) Detailed layout of Fire Alarm devices in conjunction with the following: Intended space usage as indicated on the Architectural plans, and the rooms' occupancies.
   e) Conduit routing, coordinated with existing conditions and with other trades.
   f) Submitting permitting documents as required for the items above.

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Attachment B

CLIENT PROVIDED SERVICES

Client Provided Services shall be as stated in the Original Agreement dated October 12, 2021. Additionally, the following shall be provided:

1. Electronic backgrounds (Floor Plans and Reflected Ceiling Plans (RCP)) shall be provided to the Engineer in 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.
2. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.

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 Additional Services, then the Engineer shall be paid for the percentage of work completed up to the date of cancellation.

TERMS & CONDITIONS

Terms & Conditions shall be as stated in the Original Agreement dated October 12, 2021.

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Attachment B

WORK PLAN

CITY OF AUSTIN	Solicitation No.			Little Walnut		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES + CA

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:			$245.08		$293.45		$211.00		$146.27		$133.37		$87.64		
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
1	**60% Construction Documents**														
1.1	Meeting with Design Team for Coordination		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.2	Mechanical Design Development Documents	1	$245.08		$0.00		$0.00	18	$2,632.86		$0.00		$0.00		**$2,877.94**
1.3	Electrical Design Development Documents		$0.00	1	$293.45		$0.00	16	$2,340.32		$0.00		$0.00		**$2,633.77**
1.4	Plumbing Design Development Documents		$0.00		$0.00	2	$422.00		$0.00	12	$1,600.44		$0.00		**$2,022.44**
1.5	Prepare Draft Specifications		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00		$0.00	2	$266.74		$0.00		**$266.74**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review	1	$245.08		$0.00		$0.00		$0.00		$0.00		$0.00		**$245.08**
1.10	Meeting with Commissioning Agent		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$8,256.97**
2	**90% Construction Documents**														
2.1	Meeting with Design Team for Coordination		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.2	Prep for & Meet with QMD	4	$980.32		$0.00		$0.00		$0.00		$0.00		$0.00		**$980.32**
2.3	Prep for & Meet with COA Permitting		$0.00		$0.00	2	$422.00	2	$292.54	1	$133.37		$0.00		**$847.91**
2.4	Meet with Design Teams to review information from Design Commission & Permitting	0.5	$122.54	0.5	$146.73	0.5	$105.50	1	$146.27	0.5	$66.69		$0.00		**$587.72**
2.5	Mechanical Contract Documents	1.5	$367.62		$0.00		$0.00	18	$2,632.86		$0.00		$0.00		**$3,000.48**
2.6	Electrical Contract Documents		$0.00	1	$293.45		$0.00	16	$2,340.32		$0.00		$0.00		**$2,633.77**
2.7	Plumbing Contract Documents		$0.00		$0.00	2	$422.00		$0.00	12	$1,600.44		$0.00		**$2,022.44**
2.8	Prepare Final Specifications		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.9	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$146.27		$0.00		$0.00		**$146.27**
2.10	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.11	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.12	LEED Energy Modeling		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.13	Internal QA/QC Review		$0.00	2	$586.90	3	$633.00	4	$585.08	4	$533.48		$0.00		**$2,338.46**
2.14	Meeting with Commissioning Agent		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
2.15	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$12,768.37**
3	**100% Construction Documents**														
3.1	Meeting with Design Team for Coordination		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.2	Prep for & Meet with QMD		$0.00		$0.00	1	$211.00	2	$292.54	1	$133.37		$0.00		**$636.91**
3.3	Prep for & Meet with COA Permitting		$0.00		$0.00		$0.00	2	$292.54	1	$133.37		$0.00		**$425.91**
3.4	Meet with Design Teams to review information from Design Commission & Permitting	0.5	$122.54	0.5	$146.73	0.5	$105.50	1	$146.27	0.5	$66.69		$0.00		**$587.72**
3.5	Mechanical Contract Documents	1	$245.08		$0.00		$0.00	4	$585.08		$0.00		$0.00		**$830.16**
3.6	Electrical Contract Documents		$0.00	1	$293.45		$0.00	3	$438.81		$0.00		$0.00		**$732.26**
3.7	Plumbing Contract Documents		$0.00		$0.00	2	$422.00		$0.00	2	$266.74		$0.00		**$688.74**
3.8	Prepare Final Specifications		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.9	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$146.27		$0.00		$0.00		**$146.27**
3.10	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.11	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.12	LEED Energy Modeling		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.13	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.14	Meeting with Commissioning Agent		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
3.15	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$4,258.97**
4	**Bid Award Execution**														
4.1	Answering RFI's related to bidding		$0.00		$0.00	2	$422.00	2	$292.54	2	$266.74		$0.00		**$981.28**
4.2	Attend Bid Meetings as needed		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$1,086.78**
5	**Construction Phase**														
5.1	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
5.2	Weekly OAC Meetings		$0.00		$0.00	2	$422.00		$0.00		$0.00		$0.00		**$422.00**
5.3	Submittal Reviews		$0.00		$0.00	2	$422.00	10	$1,462.70	5	$666.85	2	$175.28		**$2,726.83**
5.4	RFI Management		$0.00		$0.00	2	$422.00	4	$585.08	3	$400.11	2	$175.28		**$1,582.47**
5.5	Field Observation and Verifications		$0.00		$0.00		$0.00	8	$1,170.16		$0.00		$0.00		**$1,170.16**
5.6	Punch List Process		$0.00		$0.00	2	$422.00	2	$292.54		$0.00		$0.00		**$714.54**
	Sub Total														**$6,616.00**
6	**Post-Construction Phase**														
6.1	Revise Construction Documents per CA Revisions	1	$245.08	1	$293.45	2	$422.00	6	$877.62	3	$400.11		$0.00		**$2,238.26**
6.2	General assistance and field visits as needed		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
6.3	Review of O&M Manuals produced by Contractors	1	$245.08	1	$293.45	2	$422.00	6	$877.62	3	$400.11		$0.00		**$2,238.26**
	Sub Total														**$4,476.52**

Preconstruction Costs/Supplies	**QTY**	**U/M**	**Amount**	**Total**
Outreach/Advertising				
Reproduction Services				
Document Storage				
Monthly Office Supplies				
Postage/Special Shipping				
Courier Services				
	Sub Total			
Overhead/Profit (not applied to prime firm's labor)	**1**	**LSUM**		

TOTAL	**$37,463.61**

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Attachment B

WORK PLAN

CITY OF AUSTIN	Solicitation No.			Menchaca		
Prime Firm Name	**Encotech Engineering**				MBE/WBE Certification Gender/Ethnicity	**Yes/Asian**
Discipline Services Provided:	**Mechanical, Electrical, & Plumbing**					

DESIGN SERVICES + CA

	Personnel Title	Key Personnel, Lucas Stockburger		Key Personnel, Sharon Bickford		Professional Engineer III		Engineer in Training I		Engineering Technician V		Administrative Specialist II		TOTAL	
COA Approved Rates/Hr:			$245.08		$293.45		$211.00		$146.27		$133.37		$87.64		
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
1	**60% Construction Documents**														
1.1	Meeting with Design Team for Coordination	0.5	$122.54	0.5	$146.73	1	$211.00	1	$146.27	0.5	$66.69		$0.00		**$693.22**
1.2	Mechanical Design Development Documents	2	$490.16		$0.00		$0.00	18	$2,632.86	2	$266.74		$0.00		**$3,389.76**
1.3	Electrical Design Development Documents		$0.00	2	$586.90		$0.00	18	$2,632.86	2	$266.74		$0.00		**$3,486.50**
1.4	Plumbing Design Development Documents		$0.00		$0.00	7	$1,477.00		$0.00	18	$2,400.66		$0.00		**$3,877.66**
1.5	Prepare Draft Specifications		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.6	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.7	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.8	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.9	Internal QA/QC Review		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
1.10	Meeting with Design Team Reviewing Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
1.11	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$11,658.14**
2	**90% Construction Documents**														
2.1	Meeting with Design Team for Coordination	0.5	$122.54	0.5	$146.73	1	$211.00	1	$146.27	0.5	$66.69		$0.00		**$693.22**
2.2	Prep for & Meet with QMD		$0.00		$0.00	1	$211.00	2	$292.54	1	$133.37		$0.00		**$636.91**
2.3	Prep for & Meet with COA Permitting		$0.00		$0.00	1	$211.00	2	$292.54	1	$133.37		$0.00		**$636.91**
2.4	Meet with Design Teams to review information from Design Commission & Permitting	0.5	$122.54	0.5	$146.73	0.5	$105.50	1	$146.27	0.5	$66.69		$0.00		**$587.72**
2.5	Mechanical Contract Documents	1	$245.08		$0.00		$0.00	18	$2,632.86		$0.00		$0.00		**$2,877.94**
2.6	Electrical Contract Documents		$0.00	1	$293.45		$0.00	16	$2,340.32		$0.00		$0.00		**$2,633.77**
2.7	Plumbing Contract Documents		$0.00		$0.00	2	$422.00		$0.00	12	$1,600.44		$0.00		**$2,022.44**
2.8	Prepare Final Specifications		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.9	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$146.27		$0.00		$0.00		**$146.27**
2.10	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.11	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.12	LEED Energy Modeling		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
2.13	Internal QA/QC Review		$0.00	2	$586.90	3	$633.00	4	$585.08	4	$533.48		$0.00		**$2,338.46**
2.14	Meeting with Design Team Reviewing Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
2.15	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$12,784.64**
3	**100% Construction Documents**														
3.1	Meeting with Design Team for Coordination	0.5	$122.54	0.5	$146.73	1	$211.00	1	$146.27	0.5	$66.69		$0.00		**$693.22**
3.2	Prep for & Meet with QMD		$0.00		$0.00	1	$211.00	2	$292.54	1	$133.37		$0.00		**$636.91**
3.3	Prep for & Meet with COA Permitting		$0.00		$0.00		$0.00	2	$292.54	1	$133.37		$0.00		**$425.91**
3.4	Meet with Design Teams to review information from Design Commission & Permitting	0.5	$122.54	0.5	$146.73	0.5	$105.50	1	$146.27	0.5	$66.69		$0.00		**$587.72**
3.5	Mechanical Contract Documents	1	$245.08		$0.00		$0.00	4	$585.08		$0.00		$0.00		**$830.16**
3.6	Electrical Contract Documents		$0.00	1	$293.45		$0.00	3	$438.81		$0.00		$0.00		**$732.26**
3.7	Plumbing Contract Documents		$0.00		$0.00	2	$422.00		$0.00	2	$266.74		$0.00		**$688.74**
3.8	Prepare Final Specifications		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.9	Electrical Coordination with Austin Energy		$0.00		$0.00		$0.00	1	$146.27		$0.00		$0.00		**$146.27**
3.10	Coordination with Austin Water Utility		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.11	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.12	LEED Energy Modeling		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
3.13	Internal QA/QC Review		$0.00	1	$293.45	1	$211.00	1	$146.27	1	$133.37		$0.00		**$784.09**
3.14	Meeting with Commissioning Agent		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
3.15	Prep & Meet with COA Staff & Stakeholders with Design Information & Options		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$5,736.28**
4	**Bid Award Execution**														
4.1	Answering RFI's related to bidding		$0.00		$0.00	2	$422.00	2	$292.54	2	$266.74		$0.00		**$981.28**
4.2	Attend Bid Meetings as needed		$0.00		$0.00	0.5	$105.50		$0.00		$0.00		$0.00		**$105.50**
	Sub Total														**$1,086.78**
5	**Construction Phase**														
5.1	LEED Tracking and Scorecard		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
5.2	Weekly OAC Meetings		$0.00		$0.00	2	$422.00		$0.00		$0.00		$0.00		**$422.00**
5.3	Submittal Reviews		$0.00		$0.00	2	$422.00	8	$1,170.16	5	$666.85	2	$175.28		**$2,434.29**
5.4	RFI Management		$0.00		$0.00	2	$422.00	4	$585.08	3	$400.11	2	$175.28		**$1,582.47**
5.5	Field Observation and Verifications		$0.00		$0.00	4	$844.00	4	$585.08		$0.00		$0.00		**$1,429.08**
5.6	Punch List Process		$0.00		$0.00	2	$422.00	2	$292.54	1	$133.37		$0.00		**$847.91**
	Sub Total														**$6,715.75**
6	**Post-Construction Phase**														
6.1	Revise Construction Documents per CA Revisions	1	$245.08	1	$293.45	2	$422.00	6	$877.62	3	$400.11		$0.00		**$2,238.26**
6.2	General assistance and field visits as needed		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**
6.3	Review of O&M Manuals produced by Contractors	1	$245.08	1	$293.45	2	$422.00	6	$877.62	3	$400.11		$0.00		**$2,238.26**
	Sub Total														**$4,476.52**

Preconstruction Costs/Supplies	**QTY**	**U/M**	**Amount**	**Total**
Outreach/Advertising				
Reproduction Services				
Document Storage				
Monthly Office Supplies				
Postage/Special Shipping				
Courier Services				
	Sub Total			
Overhead/Profit (not applied to prime firm's labor)	**1**	**LSUM**		

TOTAL	**$42,458.11**

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Attachment B

CATEGORY 1 LOADED HOURLY RATE SHEET for:

Encotech Engineering Consultants, Inc

CCO Approved Rate Period:
3/30/2023 -- 3/28/2025

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Key Personnel	Ali R. Khataw	PE#71548	**President/ CEO/ BS 37+**	**$457.21 /hr**
Key Personnel	Ali R. Khataw	PE#71548	**President/ CEO/ BS 37+**	**$457.21 /hr**
Key Personnel	Ali R. Khataw	PE#71548	**President/ CEO/ BS 37+**	**$457.21 /hr**
Key Personnel	Sharon Bickford	PE#77390	**Principal/Project Management/ Electrical BS 36+**	**$293.45 /hr**
Key Personnel	Sharon Bickford	PE#77390	**Principal/Project Management/ Electrical BS 36+**	**$293.45 /hr**
Key Personnel	Sharon Bickford	PE#77390	**Principal/Project Management/ Electrical BS 36+**	**$293.45 /hr**
Key Personnel	Eugene Raanes	PE#62200	**Principal/ PM/ Mechanical BS 41+**	**$232.26 /hr**
Key Personnel	Eugene Raanes	PE#62200	**Principal/ PM/ Mechanical BS 41+**	**$232.26 /hr**
Key Personnel	Eugene Raanes	PE#62200	**Principal/ PM/ Mechanical BS 41+**	**$232.26 /hr**
Key Personnel	Scott francis	PE#91041	**Principal/ VP of Structural/ MS 33+; LEED Certified**	**$298.34 /hr**
Key Personnel	Scott francis	PE#91041	**Principal/ VP of Structural/ MS 33+; LEED Certified**	**$298.34 /hr**
Key Personnel	Scott francis	PE#91041	**Principal/ VP of Structural/ MS 33+; LEED Certified**	**$298.34 /hr**
Key Personnel	Lucas Stockburger	PE#121003	**Principal/ Project Manager/ Mechanical, QCxP, BS 13+**	**$245.08 /hr**
Key Personnel	Lucas Stockburger	PE#121003	**Principal/ Project Manager/ Mechanical, QCxP, BS 13+**	**$245.08 /hr**
Key Personnel	Lucas Stockburger	PE#121003	**Principal/ Project Manager/ Mechanical, QCxP, BS 13+**	**$245.08 /hr**

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Attachment B

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Tessa Roberts		**Associate/ Project Principal/ MEP Designer/ PM/ LEED AP 25+**	**$198.21**	**/hr**
Key Personnel	Tessa Roberts		**Associate/ Project Principal/ MEP Designer/ PM/ LEED AP 25+**	**$198.21**	**/hr**
Key Personnel	Tessa Roberts		**Associate/ Project Principal/ MEP Designer/ PM/ LEED AP 25+**	**$198.21**	**/hr**
Key Personnel	Patrick Morrissey	PE#133759	**Principal/ Project Principal/ VP of MEP/ BS 17+**	**$311.02**	**/hr**
Key Personnel	Patrick Morrissey	PE#133759	**Principal/ Project Principal/ VP of MEP/ BS 17+**	**$311.02**	**/hr**
Key Personnel	Patrick Morrissey	PE#133759	**Principal/ Project Principal/ VP of MEP/ BS 17+**	**$311.02**	**/hr**
Administrative Specialist II (8-12)				**$87.64**	**/hr**
Administrative Supervisor IV (15-20)				**$156.20**	**/hr**
CADD Technician I (1-5)				**$76.31**	**/hr**
CADD Technician V (20-25)				**$152.40**	**/hr**
Engineering Associate II (5-10)			**MS, Electrical**	**$172.17**	**/hr**
Engineering Associate III (10-15)			**MS, Electrical**	**$192.33**	**/hr**
Engineer in Training I (0-5)				**$146.27**	**/hr**
Engineer in Training II (5-10)				**$157.52**	**/hr**
Engineer in Training III (10-15)				**$179.51**	**/hr**
Engineering Technician III (10-15)				**$110.50**	**/hr**
Engineering Technician V (20-25)				**$133.37**	**/hr**
Managing Engineer VI (25+)				**$280.62**	**/hr**
Professional Engineer II (8 -10)				**$148.35**	**/hr**
Professional Engineer III (10-15)				**$211.00**	**/hr**
Professional Engineer IV (15-20)				**$212.82**	**/hr**
Supervisory Engineer III (12-15)				**$231.16**	**/hr**

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Attachment C

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

(Revised) January 2, 2024

PROPOSAL

Megan Weinzierl, AIA, PMP, LEED AP
MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Re: City of Austin CLMP 286
Branch Library Improvements
Final Design, Bid and Construction Administration Phases
Austin, Texas

Ms. Weinzierl:

In accordance with your request, Jose I. Guerra, Inc. (JIG) is pleased to submit to MWM Design Group (MWM) this proposal for professional structural engineering services for the Final Design, Bid and Construction Administration Phases of the Branch Library Improvements for the City of Austin.

PROJECT DESCRIPTION

The project consists of the following scope:

1. Little Walnut Creek Branch
    a. Structural design for the demolition and reconstruction of the existing first floor slab and coring of existing grade beams as needed for plumbing pipe installation. The existing structure is assumed to be slab on grade. This proposal assumes that no grade beams will be sawcut and re-constructed. Only 4" diameter maximum coring of grade beams in between rebars will be assumed in structural design, if required.
    b. Structural design of new stairs, ramp and associated raised slab foundation at the newly enclosed area at the northwest entrance of the library.
    c. Structural design for the new steel-framed awning at the new entrance

2. Menchaca Branch
    a. Structural design for the demolition and reconstruction of the existing first floor slab and coring of existing grade beams as needed for plumbing pipe installation. The existing structure is assumed to be slab on grade. This proposal assumes that no grade beams will be sawcut and re-constructed. Only 4" diameter maximum coring of grade beams in between rebars will be assumed in structural design, if required..

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b. Review and strengthening design of existing roof structures for the installation of five (5) RTUs.

DESIGN BASIS

The following design basis was used in the preparation of the Scope of Services:

1. All design drawings will be prepared on the computer using REVIT software. At the completion of the design phase, an electronic copy of the design drawings will be provided to COA. The format of the electronic copy will be REVIT 2022 or earlier file format. Layering conventions and other production related issues within the electronic file copies will be in accordance with established MWM standards.

2. COA Standard Specifications will be used to the extent that they apply. Special provisions and special specifications will be developed as needed.

3. This proposal assumes that a complete and accurate geotechnical report and existing structural drawing set will be provided to JIG for use in developing the design.

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

5. Design background files and other information related to Structural design should be made available and confirmed to JIG a minimum of ten (10) working days before any deliverable due dates. Should the background file and information be updated less than ten (10) working days before the due dates, updates to the structural drawings shall be assumed to be delayed to the next deliverable, unless otherwise noted on a case-by-case basis.

SCOPE OF SERVICES

The Scope of Services for this project includes Final Design, Bid and Construction Administration Phases. Specific tasks for each phase are as follows:

DESIGN PHASE SERVICES

The following tasks will be performed:

1. Attend coordination meetings with COA and MWM, up to two (2) total.
2. Conduct site visits as necessary, up to four (4) total.
3. Prepare structural construction drawings and specifications for the specific project elements noted above at 60%, 90% and 100% Design Deliverables.

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Attachment C

4. Meet with COA and MWM to review COA comments on 60%, 90%, and 100% Design Deliverables. Address COA comments.

BID PHASE SERVICES

The following tasks will be performed:

1. Respond to inquiries from potential bidders
2. As necessary, prepare up to one (1) set of addendum drawings and specifications to clarify and modify the bid package.

CONSTRUCTION PHASE SERVICES

The following tasks will be performed:

1. Conduct up to two (2) site visits per library (four total site visits) to review progress of the work.
2. Prepare written responses to RFIs. Review and prepare written responses to submittals for general conformance to the intent of the Contract Drawings. Review one (1) contractor change order request and issue revised drawings.
3. Prepare structural Record Drawings by incorporating redline drawings generated by Contractor.

SPECIAL SERVICES

The Scope of Services and the budget presented herein do not include the following special services:

1. Travel and subsistence required by MWM and authorized by COA to points other than local government agencies, consultants and the project site.

2. Significant revisions, or redesigns due to value engineering, by the COA/MWM after the 60% submittal. Should this occur, JIG reserves the right to renegotiate fees, as necessary.

3. Expert witness testimony or appearances at public hearings or meetings concerning the projects or any of their elements.

Should JIG and COA agree that any of the above Special Services, or other additional services are required, JIG will prepare a fee proposal for such services and obtain authorization from MWM prior to performing any special service.

EXCLUSIONS

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The following are excluded from the proposed Scope of Services:

1. Special inspection services as defined by the International Building Codes.

2. Testing (destructive or non-destructive) of system materials or components.

DELIVERABLES

The following deliverables will be submitted to MWM:

1. One (1) set of reproducible design document submittal of the structural construction plans and specifications is assumed for 60%, 90% and 100% Design Deliverables. Should the number of intermediate deliverables be increased, JIG reserves the right to renegotiate fees as necessary.

SCHEDULE

Basic Structural engineering services fees are based upon a design phase of approximately twelve months and a construction phase of approximately twelve months, starting at the receipt of notice to proceed from MWM. Should the design or construction phase be extended, JIG reserves the right to renegotiate fees as necessary.

COMPENSATION

An itemization of the estimated labor costs and expenses is included in the attachment. The Total Compensation requested for this work is tabulated below.

Little Walnut Creek	
Final Design Phase Services	$ 29,380.09
Bid Phase Services	$ 879.50
Construction Phase Services	$ 4,447.21
Subtotal	$ 34,706.80
Menchaca	
Final Design Phase Services	$ 14,336.81
Bid Phase Services	$ 879.50
Construction Phase Services	$ 4,447.21
Subtotal	$ 19,663.52
Total	*$ 54,370.32*

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

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Additional services, if required and requested by your office in writing, will be negotiated on a lump sum basis in accordance with our current rate schedule (see Attachment A). Additional services constitute any scope-of-work that is in addition to that described herein, or anything that would require the addition to or modification of drawings after 60% design documents have been released, that would not be considered clarification or correction pursuant to the original scope-of-work.

The Consulting Engineering Services are to be provided on a lump sum basis. The Monthly Statements shall be in proportion of the services performed to the total compensation. If acceptable, this proposal will form the basis of a Professional Services Agreement. We will consider your acceptance in the space provided below as our authorization to proceed with the work. We would appreciate receiving one signed copy for our files.

Respectfully submitted,
JOSE I. GUERRA, INC.



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

Attachments:

ACCEPTED:
MWM

Name:_____ Title:_____ Date:_____

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Attachment C

SUB CONSULTANT - FEE ESTIMATE WORKSHEET
HOURLY BY TASK LABOR BREAKDOWN

City of Austin CLMP 286
Branch Library Improvements Final Design, Bid and Construction Administration Phases
Date 1/2/2023
Sub Consultant Name: **Jose I. Guerra, Inc.**
Discipline Services Provided: **Structural Engineering**
MBE/WBE Certification/Gender Ethnicity: MDB / MH

	Personnel Title (COA / JIG)	Key Personnel / President Rick Guerra / CEO, MS 37+		Supervisory Engineer V (20-25) / Senior Proj Engineer		Supervisory Engineer II (10-12) / Proj Manager		Engineer in Training II (5-10) / Design Engineer		Supervisory CADD VI (25+) / CADD Manager (BIM)		CADD Technician VI (25+) / Senior CAD Technician		CADD Technician II (5-10) / CADD Technician		Administrative Assistant VI (25+) / Senior Admin Assistant		TOTAL	
	2022-24 COA Approved Rates/Hr., CAT I	$245.06		$171.12		$132.54		$104.86		$97.51		$86.59		$78.73		$71.43			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
	Final Design Phase Services																		
	Little Walnut Creek																		
1	Coordination meeting, two (2, to be held concurrently with meetings for all other branches)		$0.00	4	$684.48		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$684.48
2	Site visit, one (1)		$0.00	4	$684.48		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$684.48
3	Prepare dwgs, specs and OPCC		$0.00	100	$17,112.00		$0.00		$0.00	98	$9,555.98		$0.00		$0.00		$0.00	198	$26,667.98
4	Review meetings and address comments at 60%, 90% and 100% submittal		$0.00	5	$855.60		$0.00		$0.00	5	$487.55		$0.00		$0.00		$0.00	10	$1,343.15
	Subtotal	0	$0.00	113	$19,336.56	0	$0.00	0	$0.00	103	$10,043.53	0	$0.00	0	$0.00	0	$0.00	216	$29,380.09
	Menchaca																		
1	Coordination meeting, two (2, to be held concurrently with meetings for all other branches)		$0.00	4	$684.48		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$684.48
2	Site visit, one (1)		$0.00	4	$684.48		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$684.48
3	Prepare dwgs, specs and OPCC		$0.00	44	$7,529.28		$0.00		$0.00	42	$4,095.42		$0.00		$0.00		$0.00	86	$11,624.70
4	Review meetings and address comments at 60%, 90% and 100% submittal		$0.00	5	$855.60		$0.00		$0.00	5	$487.55		$0.00		$0.00		$0.00	10	$1,343.15
	Subtotal	0	$0.00	57	$9,753.84	0	$0.00	0	$0.00	47	$4,582.97	0	$0.00	0	$0.00	0	$0.00	104	$14,336.81
	Sub Total	**0**	**$0.00**	**170**	**$29,090.40**	**0**	**$0.00**	**0**	**$0.00**	**150**	**$14,626.50**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**320**	**$43,716.90**
	Bid Phase Services																		
	Little Walnut Creek																		
1	Respond to bidders' RFI		$0.00	2	$342.24		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$342.24
2	Addendum, one (1)		$0.00	2	$342.24		$0.00		$0.00	2	$195.02		$0.00		$0.00		$0.00	4	$537.26
	Subtotal	0	$0.00	4	$684.48	0	$0.00	0	$0.00	2	$195.02	0	$0.00	0	$0.00	0	$0.00	6	$879.50
	Menchaca																		
1	Respond to bidders' RFI		$0.00	2	$342.24		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$342.24
2	Addendum, one (1)		$0.00	2	$342.24		$0.00		$0.00	2	$195.02		$0.00		$0.00		$0.00	4	$537.26
	Subtotal	0	$0.00	4	$684.48	0	$0.00	0	$0.00	2	$195.02	0	$0.00	0	$0.00	0	$0.00	6	$879.50
	Sub Total	**0**	**$0.00**	**8**	**$1,368.96**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$390.04**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**12**	**$1,759.00**
	Construction Phase Services																		
	Little Walnut Creek																		
1	Site visit (2)		$0.00	8	$1,368.96		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	8	$1,368.96
2	Submittal review, RFI, change order (1)		$0.00	10	$1,711.20		$0.00		$0.00	2	$195.02		$0.00		$0.00		$0.00	12	$1,906.22
3	Record drawings		$0.00	4	$684.48		$0.00		$0.00	5	$487.55		$0.00		$0.00		$0.00	9	$1,172.03

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Attachment C

	Subtotal	0	$0.00	22	$3,764.64	0	$0.00	0	$0.00	7	$682.57	0	$0.00	0	$0.00	0	$0.00	29	$4,447.21
	Menchaca																		
1	Site visit (2)		$0.00	8	$1,368.96		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	8	$1,368.96
2	Submittal review, RFI, change order (1)		$0.00	10	$1,711.20		$0.00		$0.00	2	$195.02		$0.00		$0.00		$0.00	12	$1,906.22
3	Record drawings		$0.00	4	$684.48		$0.00		$0.00	5	$487.55		$0.00		$0.00		$0.00	9	$1,172.03
	Subtotal	0	$0.00	22	$3,764.64	0	$0.00	0	$0.00	7	$682.57	0	$0.00	0	$0.00	0	$0.00	29	$4,447.21
	Sub Total	**0**	**$0.00**	**44**	**$7,529.28**	**0**	**$0.00**	**0**	**$0.00**	**14**	**$1,365.14**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**58**	**$8,894.42**

REIMBURSABLE EXPENSES		$0.00
TOTAL LABOR and EXPENSES	**Little Walnut Creek**	**$34,706.80**
	Menchaca	**$19,663.52**
	Total	**$54,370.32**

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Attachment C

CATEGORY 1 LOADED HOURLY RATE SHEET for:

Jose I Guerra, Inc

CCO Approved Rate Period:
3/10/2022 -- 3/8/2024

Attachment A

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Shawn Allen	PE #90064	**Vice President/ BS 26+, LEED AP**	**$210.05**	**/hr**
Key Personnel	Rick Guerra	PE # 65224	**President/ CEO, MS 37+**	**$245.06**	**/hr**
Supervisory Engineer I (8-10)				**$116.51**	**/hr**
Supervisory Engineer II (10-12)				**$132.54**	**/hr**
Supervisory Engineer III (12-15)				**$148.55**	**/hr**
Supervisory Engineer IV (15-20)				**$160.20**	**/hr**
Supervisory Engineer V (20-25)				**$171.12**	**/hr**
Supervisory Engineer VI (25+)				**$182.06**	**/hr**
Professional Engineer I (4-8)				**$104.91**	**/hr**
Engineer in Training I (0-5)				**$99.60**	**/hr**
Engineer in Training II (5-10)				**$104.86**	**/hr**
Engineering Associate I (0-5)				**$87.72**	**/hr**
Engineering Associate II (5-10)				**$96.69**	**/hr**
Engineering Associate III (10-15)			**Design**	**$113.37**	**/hr**
Engineering Associate IV (15-20)			**Senior Design**	**$122.33**	**/hr**
Engineering Associate V (20-25)			**Senior Design**	**$133.16**	**/hr**
Engineering Associate VI (25+)			**Senior Design**	**$148.29**	**/hr**
Engineering Technician II (5-10)			**BIM**	**$78.90**	**/hr**
Engineering Technician III (10-15)			**BIM**	**$88.43**	**/hr**
Engineering Technician IV (15-20)			**BIM**	**$96.35**	**/hr**
Engineering Technician V (20-25)			**Senior (BIM)**	**$107.77**	**/hr**
Engineering Technician VI (25+)			**Sr. Commissioning Authority**	**$137.24**	**/hr**
Engineering Technician VI (25+)			**Senior (BIM)**	**$117.44**	**/hr**
Supervisory Architect I (8-10)				**$108.14**	**/hr**
Supervisory Architect V (20-25)				**$164.05**	**/hr**
Supervisory CADD V (20-25)			**CADD Manager (BIM)**	**$92.42**	**/hr**

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Attachment C

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Supervisory CADD VI (25+)			CADD Manager (BIM)	$97.51	/hr
CADD Technician I (1-5)				$69.45	/hr
CADD Technician II (5-10)				$78.73	/hr
CADD Technician III (10-15)				$80.74	/hr
CADD Technician IV (15-20)				$82.69	/hr
CADD Technician V (20-25)				$84.64	/hr
CADD Technician VI (25+)				$86.59	/hr
Administrative Specialist VI (25+)			Director of Finance/HR	$125.11	/hr
Administrative Specialist VI (25+)			Accounting Manager	$95.61	/hr
Administrative Assistant I (0-5)				$45.42	/hr
Administrative Assistant II (5-10)				$49.18	/hr
Administrative Assistant III (10-15)				$56.64	/hr
Administrative Assistant VI (25+)			Senior	$71.43	/hr

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Attachment D

City of Austin
Branch Library Renovation

PROJECT COST RESOURCES FEE PROPOSAL

PROJECT BASIS: Design Phase Estimates

PREPARED FOR: Ms. Megan Weinzierl
MWM

PREPARED BY: Belinda Williams
4/26/2023 - Revised 1/4/2024

Design Estimates - Little Walnut Creek Branch	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Kick-Off					
Belinda Williams	Senior Estimator - Interiors/ Principal	2.00	$ 197.75	$ 395.50	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 137.57	$ 275.14	
Bob Hansen	Senior Estimator - MEP / Sr VP	2.00	$ 129.74	$ 259.48	
Design Development					
Belinda Williams	Senior Estimator - Interiors/ Principal	10.00	$ 197.75	$ 1,977.50	
Greg Edwards	Cost Manager - Civil - Structural/ VP	4.00	$ 137.57	$ 550.28	
Bob Hansen	Senior Estimator - MEP / Sr VP	9.00	$ 129.74	$ 1,167.66	
Construction Document					
Belinda Williams	Senior Estimator - Interiors/ Principal	4.00	$ 197.75	$ 791.00	
Greg Edwards	Cost Manager - Civil - Structural/ VP	1.00	$ 137.57	$ 137.57	
Bob Hansen	Senior Estimator - MEP / Sr VP	2.00	$ 129.74	$ 259.48	
Bid					
Belinda Williams	Senior Estimator - Interiors/ Principal	-	$ 197.75	$ -	
Greg Edwards	Cost Manager - Civil - Structural/ VP	0.25	$ 137.57	$ 34.39	
Bob Hansen	Senior Estimator - MEP / Sr VP	0.25	$ 129.74	$ 32.44	
Subtotal		***36.50***			***$ 5,880.44***

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Attachment D

City of Austin
Branch Library Renovation
PROJECT COST RESOURCES FEE PROPOSAL

PROJECT BASIS: Design Phase Estimates
PREPARED FOR: Ms. Megan Weinzierl
MWM
PREPARED BY: Belinda Williams
4/26/2023 - Revised 1/4/2023

Design Estimates - Manchaca Branch	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Kick-Off					
Belinda Williams	Senior Estimator - Interiors/ Principal	2.00	$ 197.75	$ 395.50	
Greg Edwards	Cost Manager -Civil Structural/ VP	2.00	$ 137.57	$ 275.14	
Bob Hansen	Senior Estimator - MEP / Sr VP	2.00	$ 129.74	$ 259.48	
Design Development					
Belinda Williams	Senior Estimator - Interiors/ Principal	8.00	$ 197.75	$ 1,582.00	
Greg Edwards	Cost Manager -Civil Structural/ VP	4.00	$ 137.57	$ 550.28	
Bob Hansen	Senior Estimator - MEP / Sr VP	7.00	$ 129.74	$ 908.18	
Construction Document					
Belinda Williams	Senior Estimator - Interiors/ Principal	3.00	$ 197.75	$ 593.25	
Greg Edwards	Cost Manager -Civil Structural/ VP	1.00	$ 137.57	$ 137.57	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.74	$ 129.74	
Bid					
Belinda Williams	Senior Estimator - Interiors/ Principal	-	$ 197.75	$ -	
Greg Edwards	Cost Manager -Civil Structural/ VP	0.25	$ 137.57	$ 34.39	
Bob Hansen	Senior Estimator - MEP / Sr VP	0.25	$ 129.74	$ 32.44	
Subtotal		***30.50***			***$ 4,897.97***
Total Fees					***$ 10,778.41***

Prepared By:

Belinda Williams
President

No Change Order Estimates has been priced

Kick-Off - Estimating Services
Review Drawings and Narrative with the Design Team
Design Development
Provide a design phase estimate using drawings and specifications
Take off materials and quanties, input into estimate, price
Construction Document
Provide an updated design phase estimate using drawings and specifications
Review drawings for changes and additions from previous set
Take off materials and quanties, inkput into estimate, price
Bid
Review Bids

Senior Estimator - Interiors/ Principal
Interior take off, input and pricing

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Attachment D

City of Austin
Branch Library Renovation
PROJECT COST RESOURCES FEE PROPOSAL

PROJECT BASIS:	Design Phase Estimates
PREPARED FOR:	Ms. Megan Weinzierl
	MWM
PREPARED BY:	Belinda Williams
	4/26/2023 - Revised 1/4/2023

Cost Manager -Civil Structural/ VP

Civil/structural take off, input and pricing and review overall market conditions and mark-ups

Senior Estimator - MEP / Sr VP

Mechanical, electrical and plumbing take off, input and pricing

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Attachment E

December 20, 2023

Megan Weinzierl
MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, TX 78752

RE: TAS Proposal for the 2023 City of Austin Branch Libraries Project – Revised

Dear Megan:

This is a proposal for the project registration, plan review, and inspection of the 2023 City of Austin Branch Libraries Project in Austin, 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 register the project with TDLR, perform the plan review, and inspection for compliance with the TAS.

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

Sincerely,

Jesús Lardizábal,
RAS #1051
Manager

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment E

PROJECT SCOPE AND DESCRIPTION

Renovation of two City of Austin Branch Libraries listed below, includes parking, accessible routes, restrooms, and drinking fountains.

1. Little Walnut Creek Branch (11,000 SF).
2. Menchaca Branch (14,500 SF).

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

EXCLUSIONS

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

SCHEDULE

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

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

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

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 observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment E

CONSULTING FEE AND INVOICING

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

- Project Registration:
  - TDLR's required Registration Fees (Reimb.): 2 libraries x $175.00/ea.:.....$350.00
  - Administrative Specialist IV: (1.5 hrs. x $88.30/hr.) x 2 libraries $264.90
- Plan Review Reports:
  - Key Personnel, Jesús Lardizábal: (3 hrs. x $251.64/hr.) x 2 libraries $1,509.84
  - Architect Associate III: (7 hrs. x $107.43/hr.) x 2 libraries.....$1,504.02
  - Administrative Specialist IV: (2 hrs. x $88.30/hr.) x 2 libraries.....$353.20
- Inspection Report:
  - Key Personnel, Jesús Lardizábal: (3 hrs. x $251.64/hr.) x 2 libraries $1,509.84
  - Architect Associate III: (8 hrs. x $107.43/hr.) x 2 libraries.....$1,718.88
  - Administrative Specialist IV: (2 hrs. x $88.30/hr.) x 2 libraries $353.20

The total proposed consulting fee under this agreement is seven thousand five hundred sixty-three dollars and eighty-eight cents ($7,563.88).

The fees listed above are limited to one plan review and one hour of technical assistance/consulting, and one final inspection.

Altura Solutions, LLC	**Client**
By: _____	By: _____
Print Name: Jesús Lardizábal	Print Name: _____
Title: Manager	Title: _____
Date: _____	Date: _____

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment E

CATEGORY 1 LOADED HOURLY RATE SHEET for:

Altura Solutions, L.P.

CCO Approved Rate Period:
6/28/2023 -- 6/26/2025

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Jesus Lardizabal, R.A.S.		**Principal/Owner**	**$251.64**	**/hr**
Professional Engineer V (20-25)			**Accessibility Project Manager**	**$238.30**	**/hr**
Engineering Associate I (0-5)			**Accessibility Professional II**	**$115.51**	**/hr**
Architect Associate III (10-15)			**Professional I**	**$107.43**	**/hr**
Administrative Specialist I (4-8)				**$75.98**	**/hr**
Administrative Specialist IV (15-20)				**$88.30**	**/hr**

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment F

STUDIO D
consulting + design

March 28, 2024

Megan Weinzierl
Architectural Studio Leader
MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, Texas 78752

Dear Ms. Weinzierl,

Thank you for the opportunity to provide you with a proposal for architectural sustainability services for the design of the renovations of two community libraries (Little Walnut Creek and Menchaca) located in Austin, Texas. I am excited about the process, and I look forward to working with you on this endeavor. This proposal reflects the following project scope along with our understanding of Leadership in Energy and Environmental Design (LEED) v4.0 / v4.1 New Construction rating system.

Project Parameters:

- Interior renovations of two existing libraries
- Staggered scheduling of construction
- Four libraries to be delivered via public solicitation.
- St. Johns library to be delivered via job order contract.
- Design and Construction phase services

In response to the limited scope of work along with the budgets, the ability for the projects to obtain sustainability certification is diminished and highly unlikely. The CoA Resolution 20071129-045 requires LEED Silver Certification 'For new municipal buildings and for major renovations and additions...'. In addition, the resolution requires a construction cost of the project to be at least $2,000,000. Our preliminary evaluation of these projects indicates that they do not meet the criteria of new buildings, major renovations, or additions and four of the five projects are below the cost threshold.

Therefore, our proposal is to evaluate and document these projects using best-practices design criteria for achieving baseline sustainability standards. The evaluations and documentation will be based on a LEED v4.0 / v4.1 checklist but the projects will not seek LEED registration or certification.

Our scope of work is outlined as follows:

Design Phases

- Attendance at project meetings (via conference calls) as agendas align with the sustainability effort. Assumed three meetings.
- Facilitation of abbreviated team charrette to review targeted points and assign project tasks.
- Consultation time with team and research of sustainable credit issues.
- Provide access to tracking tools and data, as requested.

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment F

- Review of the project documents at appropriate intervals; including Schematic Design, Design Development documents, 50% Construction Documents, and 100% Construction Documents. Studio D will provide written comments regarding the sustainable efforts to the design team. Documents will be provided to Studio D in both CAD / Revit and PDF format. To avoid repetition in comments, design team members will provide written responses verifying incorporation of sustainable design elements for all comments within two weeks of receipt.
- Development, management, and distribution of tools for tracking credits and developing a plan outlining attempted points.
- Review and coordination of Division 1 specifications for Sustainable Design Project Requirements, Construction Waste Management, and Indoor Air Quality Management.
- Coordination with other project team members responsible for documentation including Owner, MEP Engineer, Architect, Energy Modeler, and Commissioning Authority.

The anticipated result of these efforts will be the documentation summarizing the team's efforts related to the best practices for each project. This goal is to provide an assessment for each library outlining the opportunities, credits achieved, and back up documentation.

The scope of work **excludes:**

1. Project Registration Fees.
2. Project Certification Fees.
3. Plaque or Certificates.
4. Commissioning services.
5. Energy Modeling services including Energy Model Review.
6. Life Cycle Cost Analysis services.
7. Envelope Commissioning.
8. Daylight Modeling services.
9. Acoustical Design or Testing Services.
10. Building Flush-out or Testing Services.

Basic Services Compensation

Although the time will vary throughout the project, it is anticipated that an average of 3 hours per week will be required during the design of the project. This time includes project meetings, document reviews and comments (including drawings, specifications, and product data), compiling documentation, and coordination with the Owner, Commissioning Authority, Architect, and other project consultants. The fee for this effort is broken down as follows:

For two libraries (Walnut Creek and Menchaca), the base fee will be twenty thousand seventy three and 12/100 dollars ($20,073.12) and will be billed monthly in alignment with effort.

Reimbursable Services

No reimbursable services are anticipated.

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Attachment F

Additional Services Compensation
For additional services authorized or confirmed in writing by City of Austin, the following hourly rates shall apply:

Studio D Consulting + Design

Principal (Deborah Ebersole)	$234.92
Project Manager (Frances Morales Perez)	$132.06
Administrative / Clerical	$ 82.54

I thank you for the opportunity to provide you with this proposal and I appreciate your consideration. If you have any questions or need additional information or clarification, please contact me at 512.970.6180

Thank You,

Deborah Ebersole, AIA
LEED BD+C, WELL AP
Studio D Consulting + Design, LLC
P.O. Box 340183
Lakeway, Texas 78734
512.970.6180

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment F

WORK PLAN

CITY OF AUSTIN	Solicitation No.		Library Renovation (Walnut Creek and Menchaca)		
Prime Firm Name	**Studio D Consulting + Design LLC**			MBE/WBE Certification Gender/Ethnicity	
Discipline Services Provided:	**Sustainability Consulting**				

PROGRAMMING & SCHEMATIC DESIGN SERVICES

	Personnel Title	Principal		Project Manager		Consultant		Revit / AutoCad		Admin		TOTAL	
COA Approved Rates/Hr:		$234.92		$132.06						$82.54			
Phase	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
1	**Preliminary Programming**												
	Schematic Design												
	Design Team Meetings / Consultant Coordination		$0.00		$0.00								$0.00
	Evaluate LEED Credits / Scorecard		$0.00		$0.00								$0.00
	Integrative Design / Assessment Process Coordination		$0.00		$0.00								$0.00
	Sustainability QA/QC Review		$0.00		$0.00								$0.00
	Review Outline Specifications		$0.00		$0.00								$0.00
	Design Development												
	Design Team Meetings / Consultant Coordination		$0.00	5	$660.30								$660.30
	Evaluate LEED Credits / Scorecard		$0.00	5	$660.30								$660.30
	Sustainability QA/QC Review		$0.00	5	$660.30								$660.30
	Review Specifications / Prepare Division 1		$0.00	3	$396.18								$396.18
	Construction Documents												
	Design Team Meetings / Consultant Coordination		$0.00	5	$660.30								$660.30
	Evaluate LEED Credits / Scorecard		$0.00	5	$660.30								$660.30
	Sustainability QA/QC Review		$0.00	3	$396.18								$396.18
	Review Specifications / Prepare Division 1		$0.00	2	$264.12								$264.12
	Prepare Design Phase Submission		$0.00		$0.00								$0.00
	Construction Administration												
	Track LEED Scorecard	0	$0.00	5	$660.30								$660.30
	Submittal Reviews		$0.00	10	$1,320.60								$1,320.60
	Site Observations	0	$0.00	5	$660.30								$660.30
	Project Closeout	0	$0.00	23	$3,037.38								$3,037.38
	Sub Total												$10,036.56

Preconstruction Costs/Supplies	QTY	U/M	Amount	Total
Outreach/Advertising				
Reproduction Services				
Document Storage				
Monthly Office Supplies				
Postage/Special Shipping				
Courier Services				
Sub Total				$0.00

TOTAL FOR DESIGN PHASE	$10,036.56

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment F

CATEGORY 1 LOADED HOURLY RATE SHEET for:

Studio D Consulting + Design, LLC

CCO Approved Rate Period:
4/15/2022 -- 4/13/2024

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Deborah Ebersole		**Owner/Principal/Project Manager-Registered Architect/LEED AP (20-25)**	**$234.92**	**/hr**
Key Personnel	Frances Morales Perez		**Project Manager-Sustainability Spec/Arch. Associate (5-10)**	**$132.06**	**/hr**
Managing Architect V (20-25)			**Managing Principal**	**$234.92**	**/hr**
Architect Associate II (5-10)			**Project Manager**	**$101.34**	**/hr**
Administrative Supervisor I (4-8)				**$82.54**	**/hr**

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment 6 - Maximum Not-to-Exceed Contract Amounts by Phase

PHASE A: PRELIMINARY PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE A TOTAL*	$148,860.16
PHASE B: DESIGN PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE B TOTAL*	$384,111.44
PHASE C: BID-AWARD-EXECUTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE C TOTAL*	$20,149.67
PHASE D: CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE D TOTAL*	$76,279.53
PHASE E: POST-CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE E TOTAL*	$13,216.16
ADDITIONAL COSTS		
	ADDITIONAL COSTS TOTAL	$0.00
REIMBURSABLE COSTS		
	REIMBURSABLE COSTS TOTAL	$6,175.00
	MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT	**$648,791.96**

DocuSign Envelope ID: 4E32A117-DD3A-4AC1-B043-A2E3E6EDA684

Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase	**$0.00**			0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
B. Design Phase	**$270,467.78**					
60% Design	$119,673.88	11/13/2023	1/19/2024	0.0%	0.0%	0.0%
90% Design	$101,873.60	1/22/2024	3/22/2024	0.0%	0.0%	0.0%
100% Design	$48,920.30	3/25/2024	4/19/2024	0.0%	0.0%	0.0%
Phase Total	$270,467.78	11/13/2023	4/19/2024	0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	**$29,149.67**					
Phase Total	$29,149.67	3/25/2024	7/12/2024	0.0%	0.0%	0.0%
D. Construction Phase	**$76,279.53**					
Phase Total	$76,279.53	7/15/2024	10/3/2025	0.0%	0.0%	0.0%
E. Post-Construction Phase	**$13,216.16**					
Phase Total	$13,216.16	10/6/2025	12/26/2025	0.0%	0.0%	0.0%
Reimburseable Expenses	**$2,000.00**					
Phase Total	$2,000.00	11/13/2023	12/26/2025			
Project Total	**$391,113.14**	11/13/2023	12/26/2025	0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:	
Little Walnut Creek Branch Library	$1,393,000.00
Menchaca Branch Library	$1,426,800.00
SUBTOTAL	**$2,819,800.00**
DATE OF CURRENT FCB: 1/20/2021	

☐ Encumbrance Only

☐ Amend. & Enc.

CONTRACT ENCUMBRANCE/MODIFICATION - APPROVAL REQUEST FORM

Procurement Specialist: Kitty Tunnell

Date: 12/22/2020

Contract Number (CT, MA, DO): SA200000009 / DO20121403231

Project Name: Branch Library Interior Renovations

Solicitation #: CLMP286

PM / RLM and Dept.: Allison VonStein / WPD

Vendor: MWM DesignGroup, Inc.

Status/Issues (if applicable):

To set up DO for the above referenced project for the Phase A Preliminary Phase, total NTE amount $92,384.01.

Date Entered in eCapris:	
Approved: Beverly R. Mendez Digitally signed by Beverly R. Mendez Date: 2020.12.29 16:16:12 -06'00'	**Date:** 12/29/2020
Forwarded to: Beverly Mendez	**Date:** 12/22/2020
Submitted by: Kitty Tunnell	**Date:** 12/22/2020

Purchase Order - City Single

Reference Number	P.O. Date	Price Agreement #	Requestor	Buyer
DO 6100 20121403231 - 1	12/29/20	MA 6100 SA200000009	Alison Von Stein, 974-7217	See CLMD Solicitation, 512-974-7181

VENDOR	SHIP TO	BILL TO
Julia M Harrod MAR3044500 MWM DESIGNGROUP INC 305 E HUNTLAND DR STE 200 AUSTIN TX 78752	Public Works Public Works Dept. Human Resources 105 Riverside Dr. Suite 210 Austin TX 78704-1249	Public Works Contract Procurement PO Box 1088, Suite 1000 Austin TX 78767-1088

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://assets.austintexas.gov/purchase/downloads/standard_purchase_terms_and_conditions.pdf or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
1	0.00		90607	Architect Services	$0.00000	$ 9,197.26

Extended Description

CLMP286 Branch Library Interior Renovations - To set up DO for Preliminary Phase A, $9,197.26.

Accounting

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Period	Line Amount
1	8122	8507	2201	5520			2800				$ 9,197.26

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
2	0.00		90607	Architect Services	$0.00000	$ 28,193.76

Extended Description

CLMP286 Branch Library Interior Renovations - To set up DO for Preliminary Phase A, $28,193.76.

Accounting

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Period	Line Amount
1	8122	8507	2202	5520			2800				$ 28,193.76

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
3	0.00		90607	Architect Services	$0.00000	$ 22,993.16

Extended Description

CLMP286 Branch Library Interior Renovations - To set up DO for Preliminary Phase A, $22,993.16.

Accounting

Order Total: $ 92,384.01

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Beverly R. Mendez

Digitally signed by Beverly R. Mendez
Date: 2020.12.29 16:38:58 -06'00'

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date

Purchase Order - City Single

Reference Number	P.O. Date	Price Agreement #	Requestor	Buyer
DO 6100 20121403231 - 1	12/29/20	MA 6100 SA200000009	Alison Von Stein, 974-7217	See CLMD Solicitation, 512-974-7181

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Period	Line Amount
1	8122	8507	2304	5520			2800				$ 22,993.16

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
4	0.00		90607	Architect Services	$0.00000	$ 11,484.36

Extended Description

CLMP286 Branch Library Interior Renovations - To set up DO for Preliminary Phase A, $11,484.36.

Accounting

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Period	Line Amount
1	8122	8507	2203	5520			2800				$ 11,484.36

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
5	0.00		90607	Architect Services	$0.00000	$ 20,515.47

Extended Description

CLMP286 Branch Library Interior Renovations - To set up DO for Preliminary Phase A, $20,515.47.

Accounting

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Period	Line Amount
1	8122	8507	2204	5560			2800				$ 20,515.47

Order Total: $ 92,384.01

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Beverly R. Mendez Digitally signed by Beverly R. Mendez Date: 2020.12.29 16:39:22 -06'00'

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date

Tunnell, Kitty

From: Daniels, John
Sent: Thursday, December 3, 2020 5:19 PM
To: Tunnell, Kitty
Cc: Von Stein, Alison; Muvceski, Kate
Subject: RE: CLMP 286 Project Expense Tracking

Kitty - Good Evening

Confirmed!

John Daniels | **LEED™ AP BD + C**
Division Manager | Facility Services
512-974-9823 | John.Daniels@austintexas.gov

From: Tunnell, Kitty <Kitty.Tunnell@austintexas.gov>
Sent: Wednesday, December 02, 2020 3:17 PM
To: Muvceski, Kate <Kate.Muvceski@austintexas.gov>
Cc: Daniels, John <John.Daniels@austintexas.gov>; Von Stein, Alison <Alison.Von-Stein@austintexas.gov>
Subject: RE: CLMP 286 Project Expense Tracking

Kate,

I received the following FDU information from Alison, please confirm:

$9,197.26 from FDU 8122 8507 2201 (Old Quarry Branch Library)
$28,193.76 from FDU 8122 8507 2202 (Little Walnut Creek Branch Library)
$22,993.16 from FDU 8122 8507 2304 (Manchaca Branch Library)
$11,484.36 from FDU 8122 8507 2203 (Willie Mae Kirk Branch Library)
$20,515.47 from FDU 8122 8507 2204 (St. John's Branch Library)

Total amcount: $92,384.01

Thanks,
Kitty Tunnell

From: Tunnell, Kitty
Sent: Monday, November 30, 2020 3:47 PM
To: Muvceski, Kate <Kate.Muvceski@austintexas.gov>
Cc: Daniels, John <John.Daniels@austintexas.gov>; Von Stein, Alison <Alison.Von-Stein@austintexas.gov>
Subject: RE: CLMP 286 Project Expense Tracking

Kate,

Ok, you only need 1 DO with 5 FDUs (list on the SeRF and Alison's email).

Thanks,

Kitty Tunnell

From: Muvceski, Kate <Kate.Muvceski@austintexas.gov>
Sent: Monday, November 30, 2020 3:15 PM
To: Tunnell, Kitty <Kitty.Tunnell@austintexas.gov>
Cc: Daniels, John <John.Daniels@austintexas.gov>; Von Stein, Alison <Alison.Von-Stein@austintexas.gov>
Subject: RE: CLMP 286 Project Expense Tracking

Hello Kitty,

That is incorrect. The request is (1) DO with community/accounting lines for each FDU. Please see explanation below pasted from attached email.

> "Had a conversation with John today. In his review of initial cost proposals, he has a need to have the firms break down their proposals by subproject. Because the RAP is at a contract level, the RAP will come to us with supporting cost proposals for each subproject (aka sites/library buildings).
>
> To track expenses at the subproject level (individual library site) he has a need for 1 DO with commodity/Accounting lines for each FDU. (there is an FDU for each site/subproject)
>
> Example: CLMP287 is for History Center & Faulk Library. Request is 1 DO with two (2) community/accounting lines for each FDU/site/subproject."

Please let me know if you have any questions.

Thank you,

Kate Muvceski
Austin Public Library | Project Coordinator
512-974-2607 | kate.muvceski@austintexas.gov

From: Tunnell, Kitty <Kitty.Tunnell@austintexas.gov>
Sent: Monday, November 30, 2020 2:31 PM
To: Muvceski, Kate <Kate.Muvceski@austintexas.gov>
Cc: Daniels, John <John.Daniels@austintexas.gov>; Von Stein, Alison <Alison.Von-Stein@austintexas.gov>
Subject: RE: CLMP 286 Project Expense Tracking

Kate,

I wanted to confirm that you need 5 DOs, one for each Library. Correct?

Thanks,

Kitty Tunnell

From: Muvceski, Kate <Kate.Muvceski@austintexas.gov>
Sent: Monday, November 30, 2020 12:59 PM
To: Tunnell, Kitty <Kitty.Tunnell@austintexas.gov>
Cc: Daniels, John <John.Daniels@austintexas.gov>; Von Stein, Alison <Alison.Von-Stein@austintexas.gov>
Subject: CLMP 286 Project Expense Tracking

Hello Kitty,

As discussed in prior emails (see attached), CMLP 286 will track project expenses at the subproject level with 1 DO and commodity/Accounting lines for each FDU/subproject.

Please let me know if you have any questions.

Thank you,

Kate Muvceski
Austin Public Library | Project Coordinator
512-974-2607 | kate.muvceski@austintexas.gov

☐ Encumbrance Only

☐ Amend. & Enc.

CONTRACT ENCUMBRANCE/MODIFICATION - APPROVAL REQUEST FORM

Procurement Specialist: Kitty Tunnell

Date: 11/16/2020

Contract Number (CT, MA, DO): SA200000009

Project Name: Branch Library Interior Renovations

Solicitation #: CLMP286

PM / RLM and Dept.: Allison VonStein / WPD

Vendor: MWM DesignGroup, Inc.

Status/Issues (if applicable):

To set up MA for the above referenced project for the Preliminary Phase, total NTE amount $92,384.01 (NTE award amount $685,000.00).

Date Entered in eCapris:	
Approved: Beverly Mendez	**Date:** 12/08/2020
Forwarded to: Beverly Mendez	**Date:** 11/16/2020
Submitted by: Kitty Tunnell	**Date:** 11/16/2020

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

STAND ALONE PSA/SA COVER SHEET

Contract Title: Branch Library Interior Renovations
CIP ID:
Solicitation No.: CLMP286
Contract Number:

After execution, CCO will process financial transaction and provide 1 copy to PM, 1 copy to Consultant, and 1 copy to CCO record management.

Consultant Contact, Name, & Address:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, TX 78752

Project Authorization History	
Council Authorization Date(s): ***March 12, 2020***	$685,000.00
Administrative Authority (at Council Award):	$61,000.00
Council Authorization Date(s):	
Total Amount of Council Authorization:	$746,000.00

Initial PSA Amount: *Note: Set MA not-to-exceed threshold amount to PSA not-to-exceed amount, then encumber a DO for this amount*	$92,384.01
SA#1 Amount:	
SA#2 Amount:	
SA#3 Amount:	
Total PSA Amount (Including this Transaction):	$92,384.01

Master Agreement Expiration Date (Including this Transaction):	

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

Recommendation for Action

File #: 20-1405, **Agenda Item #:** 8. 3/12/2020

Posting Language

Authorize negotiation and execution of a professional services agreement with MWM Design Group, Inc. (WBE) (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP286 to provide architectural services for Branch Library Interior Renovations in amount not to exceed $685,000.

[Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.].

Lead Department

Capital Contracting Office

Managing Department

Austin Public Library

Fiscal Note

Funding is available in the Fiscal Year 2019-2020 Capital Budget of the Austin Public Library.

Purchasing Language:

Staff recommendation is the most qualified firm out of three firms evaluated through the City's qualification-based selection process.

For More Information:

Inquiries should be directed to the City Manager's Agenda Office, at 512-974-2991 or AgendaOffice@austintexas.gov <mailto:AgendaOffice@austintexas.gov>.

NOTE: Respondents to this solicitation, and their representatives, shall direct inquiries to Rolando Fernandez, 512-974-7749, Beverly Mendez, 512-974-3596, or the Project Manager, Minh Bruce, 512-974-7493.

Additional Backup Information:

This is a 2018 Bond Funded item.

For the past three decades the City has been one of the fastest-growing cities in the United States. According to 2017 Census Data estimates, the rapid pace of population expansion is expected to continue over the next two decades. Smart growth and sustainability standards continue to be major contributors to the quality of life afforded to City residents. Public expectations are that the City will continue as a nationally recognized leader within the green movement and in providing library services that are rated as above national average. The Library facilities are public-facing facilities that contribute directly to quality of life expectations afforded our City residents and guests.

The Austin Public Library Capital Improvement Program consist of rehabilitation projects identified as

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necessary to meet current service demands. The rehabilitation projects are in direct response to the growth demands placed on existing physical assets by a burgeoning population and guidepost established by City Council's Strategic Direction 2023.

The selected firm will provide architectural design, civil and structural engineering, mechanical, electrical and plumbing services from design, construction and warranty to rehabilitate the Old Quarry Branch, Little Walnut Creek Branch, Manchaca Branch, Willie Mae Kirk Branch, and St. John Branch libraries. The work at the individual branches is more substantial and beyond routine maintenance. The Library's Interior Renovations program combines five library branch projects with similar modernization and refurbishment scopes of work. The work requires project designs that are reflective of the emerging architectural styles of our region and aligns with City initiatives including citizen participation in the design processes, Art in Public Places, and project team participation by minority and women-owned businesses.

The program consists of selective demolition and renovations that include interior finishes, floor finishes and base, new suspended ceilings and electrical service, lighting and plumbing, new gypsum drywall assemblies, storefront window systems and new furnishings. The program includes miscellaneous asbestos abatement, compliance with current Americans with Disabilities Act (ADA) and the City's sustainability objectives.

The branches slated for renovation will have to close during the construction period. Branch closure in turn will impact public access to library services at the affected branches. Branch closure and construction will be tightly coordinated and staggered to minimize disruption to access, on-going programs and services.

Should the item not be approved, the capital needs resulting from deferred maintenance and aging buildings could result in significant component failures and major structural rehabilitation of existing building systems, such as HVAC equipment, roofs, driveways, parking lots, and other equipment necessary for facility and occupant operations.

TOP RANKED FIRM: MWM Design Group, Inc. (WBE/FW) is located in Austin, TX

Government that Works for All, Culture and Lifelong Learning.

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M/WBE Summary

Participation subgoals stated in the solicitation were 1.90% African American; 9.00% Hispanic; 4.90% Native Asian; 15.80% WBE. The Top-Ranked firm provided a MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department. The Second Ranked firm provided a MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department.

Public notice was given for this Request for Qualifications CLMP286 Branch Library Interior Renovations, through the City's Vendor Connection web portal. Three firms submitted qualifications statements and responses were opened on December 11, 2019. Of the three of submittals received two of the firms submitting were certified MBE/WBE.

TOP RANKED FIRM: MWM Design Group, Inc. – Total Participation:

		82.20%
WBE TOTAL – PRIME		
(FW) MWM DesignGroup, Inc. Austin, TX		82.20%
MBE TOTAL – SUBCONSULTANTS		15.80%
African American Subtotal		1.90%
(MB) Adisa Public Relations, Austin, TX	(Public Information Services, Public Relations Consulting)	1.90%
Hispanic Subtotal		9.00%
(MH) Jose I. Guerra, Inc., Austin, TX	(Structural Engineering)	8.00%
(MH) Altura Solutions, LP, Austin, TX	(Compliance Consulting, American Disability Act (ADA))	1.00%
Native/Asian Subtotal		4.90%
(MA) Encotech Engineering Consultants, Inc., Austin, TX	(Electrical Engineering)	4.90%
WBE TOTAL – SUBCONSULTANTS		2.00%
(FW) Baer Engineering & Environmental Consulting, Inc., Austin, TX	(Environmental Engineering, Environmental Consulting)	1.00%
(FW) Project Cost Resources, Austin, TX	(Cost Estimating)	1.00%

SECOND RANKED FIRM: Jaime Beaman, AIA, Inc., dba, CasaBella Architects– Total Participation:

MBE TOAL – PRIME		74.00%
(MH) Jaime Beaman, AIA, Inc. Dba CasaBella Architects, Austin, TX		74.00%
MBE TOTAL – SUBCONSULTANTS		9.00%
African American Subtotal		2.00%
(MB) Kings Struarchural, Inc., Round Rock, TX	(Structural Engineering)	2.00%
Hispanic Subtotal		2.00%
(MH) Steinman Luevano Structures LLP, Austin, TX	(Structural Engineering)	2.00%
Native/Asian Subtotal		5.00%

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(MA) Encotech Engineering Consultants Inc., Austin TX	(Electrical & Mechanical Engineering)	5.00%
WBE TOTAL – SUBCONSULTANTS		16.00%
(FW) Bothne Engineering, Leander, TX	(Electrical & Mechanical Engineering)	5.00%
(FW) Gessner Engineering, Georgetown, TX	(Civil Engineering)	5.00%
(FW) Project Cost Resources, Katy, TX	(Cost Estimating Services)	2.00%
(FW) Coleman & Associates, Austin, TX	(Electrical & Mechanical Engineering)	3.00%
(FA) Aeparmia Engineering, Austin, TX	(Building Permit Services)	1.00%
NON M/WBE TOTAL - SUBCONSULTANTS		1.00%
Jensen Hughes, Austin, TX	(Fire & Safety Services)	1.00%

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Capital Contracting Office
Evaluation of Consultant Qualifications

COMPOSITE EVALUATION MATRIX

Received: **December 11, 2019**

Project: **CLMP286 Branch Library Interior Renovations**

Project Manager: **Minh Bruce**

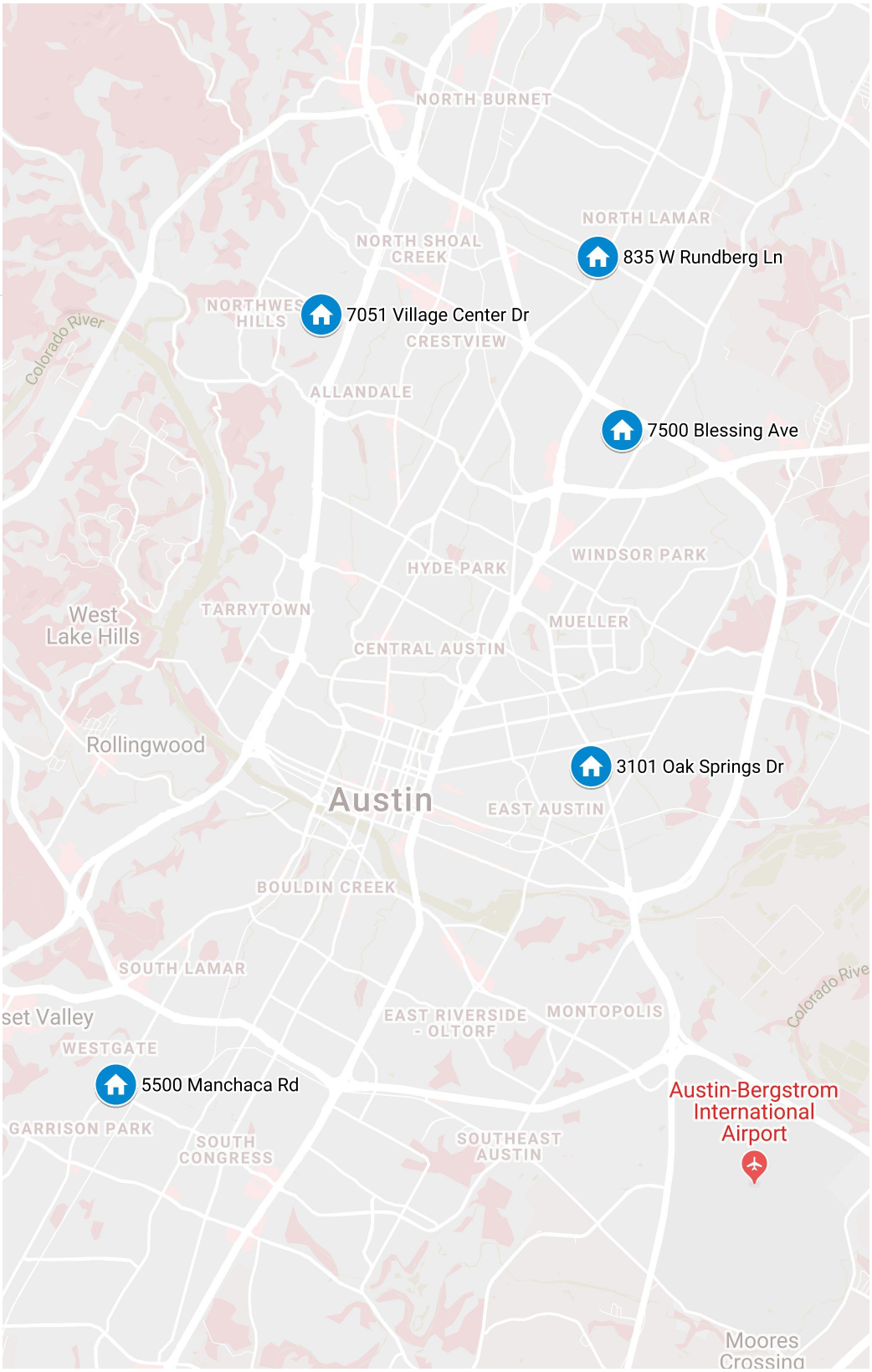
Firm (or Joint Venture)	Item 1 [Yes or No] MBE/WBE Procurement Program	Item 2 [Yes or No] Turned in all Required Documents	Item 3a [10] Team's Structure	Item 3b [20] Team's Approach	Item 4 [20] Project Manager Project Professional and Project Principal Experience			Item 5 [15] Prime Firm's Comparable Project Experience	Item 6 [15] Major Scopes of Work Comparable Project Experience	Item 7 [10] Team's Experience with Austin Issues	Item 8 [10] COA Experience with Prime	[100] TOTAL POINTS	RANK
					PMgr [10]	PProf [6]	Pprinc. [4]						
MWM Design Group, Inc. (WBE/FW)	Y	Y	9.20	17.10	9.60	5.20	3.70	13.75	13.85	9.55	8.50	90.45	1
Jaime Beaman, AIA, Inc., dba, CaseBella Architects (MBE/MH)	Y	Y	8.50	16.20	7.40	5.40	3.70	11.75	11.85	9.10	8.58	82.48	2
Heimsath Architects	Y	Y	8.50	14.60	8.10	4.60	3.60	12.05	12.75	8.80	8.48	81.48	3

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CLMP286 Libraries

Libraries

- 835 W Rundberg Ln
- 5500 Manchaca Rd
- 7051 Village Center Dr
- 7500 Blessing Ave
- 3101 Oak Springs Dr



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AUSTIN CITY COUNCIL **REGULAR MEETING**
MINUTES **THURSDAY, MARCH 12, 2020**

Invocation: Imam Islam Mossaad

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, March 12, 2020 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Adler called the Council Meeting to order at 10:18 a.m. Council Member Harper-Madison was absent.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the Austin City Council special called meeting of February 11, 2020, special called of February 12, 2020, special called of February 13, 2020, work session of February 18, 2020, and regular meeting of February 20, 2020.
   The motion to approve the minutes of the Austin City Council special called meeting of February 11, 2020, special called of February 12, 2020, special called of February 13, 2020, work session of February 18, 2020, and regular meeting of February 20, 2020 was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

2. Approve an ordinance directing the City Manager to negotiate and execute all documents and instruments necessary or desirable to sell approximately 0.021 acre or 912 square feet of land out of the Thomas Anderson Survey No. 17, Travis County, Texas, to the State of Texas acting by and through the Texas Transportation Commission for the project known as the Oak Hill Parkway, located at or near the intersection of West US 290 and McCarty Lane, conveyed by warranty deed to the City of Austin Electric Utility Department and recorded in Volume 11591, Page 1325, for the amount of $6,384. District(s) Affected: District 8.
   Ordinance No. 20200312-002 was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

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3. Authorize reimbursement of costs to Ascension Seton for the purchase and installation of heat exchangers and associated piping required to interconnect the Seton Medical office building to the Mueller District Cooling System, in an amount not to exceed $713,880.
The motion authorizing reimbursement of costs to Ascension Seton was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

4. Authorize award and execution of a construction contract with M.A. Smith Contracting Company, Inc., for the Rutherford Lane Campus Parking Lot Improvements project in the amount of $1,899,463.00, plus an $189,946.30 contingency, for a total contract amount not to exceed $2,089,409.30. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 8.32% MBE and 1.05% WBE participation.]. District(s) Affected: District 1.
This item was withdrawn on consent on Council Member Tovo's motion, Council Pool's second on a 10-0 vote.

Item 5 was pulled for discussion.

6. Authorize award and execution of a construction contract with MGC Contractors, Inc. for the North Austin Reservoir and Pump Station Improvements projects in the amount of $39,410,000 plus a $3,941,000 contingency, for a total contract amount not to exceed $43,351,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 30.96% MBE and 1.72% WBE participation.]. District(s) Affected: District 7.
The motion authorizing the award and execution of a construction contract with MGC Contractors, Inc. was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

7. Authorize negotiation and execution of a professional services agreement with the following five staff recommended firms (or other qualified responders) for Request for Qualifications Solicitation No. CLMP288: HDR Engineering, Inc., Jacobs Engineering Group, Inc., Stanley Consultants, Inc., Stantec Consulting Services, Inc., and Jose I. Guerra, Inc.(MBE) for engineering and technical services for the 2020 Engineering Services for Austin Energy Plants and Distribution Systems Rotation List in an amount not to exceed $12,000,000. [This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 13.70% MBE and 13.80% WBE participation.]. District(s) Affected: District 1, District 4.
The motion authorizing negotiation and execution of a professional services agreement with HDR Engineering, Inc., Jacobs Engineering Group, Inc., Stanley Consultants, Inc., Stantec Consulting Services, Inc., and Jose I. Guerra, Inc., or other qualified responders was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

8. Authorize negotiation and execution of a professional services agreement with MWM Design Group, Inc. (WBE) (staff recommendation) or one of the other qualified responders for Request

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for Qualifications Solicitation No. CLMP286 to provide architectural services for Branch Library Interior Renovations in amount not to exceed $685,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.]. District(s) Affected: District 3, District 4, District 5, District 10.

The motion authorizing negotiation and execution of a professional services agreement with MWM Design Group, Inc. or one of the other qualified responders was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

9. Authorize negotiation and execution of a professional services agreement with Terracon Consultants, Inc., or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP287, to provide roof replacement and system upgrade services for Branch Library Roof Replacement and System Upgrades project, in an amount not to exceed $535,357. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE participation.]. District(s) Affected: District 1, District 3, District 6, District 7, District 10.

This item was withdrawn on consent on Council Member Tovo's motion, Council Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

10. Authorize negotiation and execution of a professional services agreement with Baer Engineering and Environmental Consulting, Inc. (WBE), for Request for Qualifications Solicitation No. CLMP287, to provide roof replacement and system upgrade services for Branch Library Roof Replacement and System Upgrades project, in an amount not to exceed $535,357. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 25.00% MBE and 75.00% WBE participation.]. District(s) Affected: District 1, District 3, District 6, District 7, District 10.

The motion authorizing negotiation and execution of a professional services agreement with Baer Engineering and Environmental Consulting, Inc. was approved on consent on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

11. Approve a resolution related to an application by Vi Collina, LLC, or an affiliated entity, for housing tax credits for a multi-family development that will be financed through the private activity bond program to be known as Vi Collina, located at or near 2401 East Oltorf Street, within the City. District(s) Affected: District 3.

This item was postponed on consent to March 26, 2020 on Council Member Tovo's motion, Council Member Pool's second on a 10-0 vote. Council Member Harper-Madison was absent.

12. Approve a resolution related to an application by Austin Leased Housing Associates IV, Limited Partnership, or an affiliated entity, for housing tax credits for a multi-family development that

Contract	Contract Name	Vendor Name	PO Date
DO 6100 20121403231	Branch Library Interior Renovations	Martinez, Wright & Mendez, Inc. / Mwm Designgroup, Inc. Or Mwm Designgroup	12/29/2020

Prime Payments

Invoice Date	Invoice Number	Check Date	Check Number	Check Status	Vendor Name	Amount
02/03/2023	22189	02/24/2023	202302220033412	Paid	Martinez, Wright & Mendez, Inc.	$7,691.26
08/24/2022	21631	09/06/2022	202209010029696	Paid	Martinez, Wright & Mendez, Inc.	$3,165.06
06/14/2022	21425	07/01/2022	202206290028462	Paid	Martinez, Wright & Mendez, Inc.	$2,599.80
05/26/2022	21336	06/21/2022	202206160028164	Paid	Martinez, Wright & Mendez, Inc.	$143,769.61
06/22/2021	20210	07/26/2021	202107220022026	Paid	Martinez, Wright & Mendez, Inc.	$13,333.26
05/24/2021	20057	06/03/2021	202106010021084	Paid	Martinez, Wright & Mendez, Inc.	$24,099.03
05/24/2021	20103	06/03/2021	202106010021084	Paid	Martinez, Wright & Mendez, Inc.	$13,292.76
04/01/2021	19950	04/20/2021	202104160020267	Paid	Martinez, Wright & Mendez, Inc.	$41,408.96
Total number of invoices:	**8**				**Total:**	**$249,359.74**

RECEIVED
By rodriguezchri at 7:01 am, Apr 02, 2021

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	4/1/21
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	1
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	19950
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT:	
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

BASIC SERVICES

				NTE	This Reqst	Total to Date
Preliminary	100.0%	% to Date	44.9% % of Fee	$ 92,134.01	$ 41,408.96	$ 41,408.96
Design		% to Date	% of Fee	$ -	$ -	$ -
Schematic		% to Date	% of Fee	$ -	$ -	$ -
Des Dev		% to Date	% of Fee	$ -	$ -	$ -
Cst Docs		% to Date	% of Fee	$ -	$ -	$ -
Bid/Award		% to Date	% of Fee	$ -	$ -	$ -
Construction		% to Date	% of Fee	$ -	$ -	$ -
Post-Const		% to Date	% of Fee	$ -	$ -	$ -
Other		% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES				$ 92,134.01	$ 41,408.96	$ 41,408.96

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
	$ 250.00	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 250.00	$ -	$ -

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 92,134.01**	**$ -**	**$ 250.00**	**$ 92,384.01**
Previous Billings:	$ -	$ -	$ -	$ -
Attached Pay App:	$ 41,408.96	$ -	$ -	$ 41,408.96
Total Earned:	$ 41,408.96	$ -	$ -	$ 41,408.96
Amount Remaining:	$ 50,725.05	$ -	$ 250.00	$ 50,975.05
		Total Due This Pay App:		$ 41,408.96

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 4/1/2021

REVIEWED
By Felicia Clay at 11:38 am, Apr 05, 2021
Project Accountant, Public Works, Accounts Payable

Authorized for Payment: Date:

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 1-Apr / 2021 **Invoice No.** 19950 (1)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $0.00

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

	MBE/WBE PROJECT PARTICIPATION				
	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	0.00%	0.00%	0.00%	0.00%	0.00%

	DBE Project Participation
	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	0.00%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc	MAR3044500	WBE	FH	$ 44,787.26		$ 44,787.26			$ 44,787.26
Adisa Public Relations	ADI7066740	MBE	MB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46		$ 9,703.46	$ 2,911.04		$ 6,792.42
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15	$ 10,003.15		$ (0.00)
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46		$ 22,480.46	$ 15,133.59		$ 7,346.87
Baer Engineering & Environmental Consulting, Inc	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68		$ 5,409.68			$ 5,409.68
						$ -			$ -
						$ -			$ -
						$ -			$ -
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						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der 4/1/2021 512-453-0767

Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der 4/1/2021 512-453-0767

Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Invoice # 19950
Bill thru 2/28/2021

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
	$99,115.49	4/24/2020	12/20/2020	44.95%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$99,115.49			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
Project Total	$99,365.49			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

RECEIVED
By rodriguezchri at 7:01 am, Apr 02, 2021

REVIEWED
By Felicia Clay at 11:50 am, Apr 05, 2021

MWM requests and authorizes the City of Austin to make EFT payment on this invoice to the following institution:
Frost Bank Acct. No.: 591636820
Routing No.: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

April 1, 2021
Invoice No: 19950

DO 20121403231

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to February 28, 2021

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary Phase	92,134.01	44.9443	41,408.96	0.00	41,408.96
Total Fee	92,134.01		41,408.96	0.00	41,408.96
	Total Fee				**41,408.96**

Contract Fee Limits	Current	Prior	To-Date
Reimbursables	0.00	0.00	0.00
NTE Amount			250.00
Remaining			250.00

Total this Invoice **$41,408.96**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	41,408.96	0.00	41,408.96		
Totals	**41,408.96**	**0.00**	**41,408.96**	**0.00**	**41,408.96**

Altura Solutions
ACCESSIBILITY CONSULTANTS

INVOICE

21-007
CLMP286
#R023-002

Invoice Date: January 26, 2021

Owen Harrod
MWM

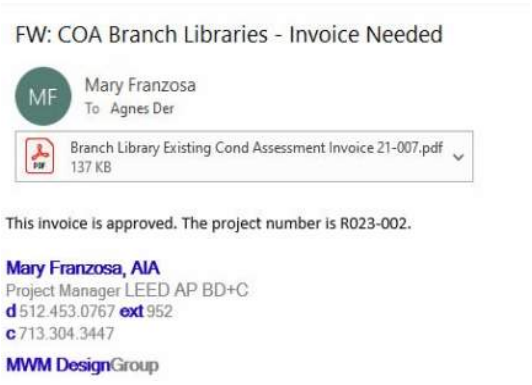
Project: City of Austin Branch Library Preliminary Design Project

Services: Existing Conditions Assessment

Description of Services	Amount Due
Little Walnut Creek Branch Existing Conditions Assessment (9.7 hours at $206.25/hour)	$2,000.63
TOTAL	**$2,000.63**

Make all checks payable to:
Altura Solutions, LLC
3616 Far West Blvd, Ste. 117-288
Austin, TX 78731

Thank you for your business.


FW: COA Branch Libraries - Invoice Needed

MF Mary Franzosa
To Agnes Der

Branch Library Existing Cond Assessment Invoice 21-007.pdf
137 KB

This invoice is approved. The project number is R023-002.

Mary Franzosa, AIA
Project Manager LEED AP BD+C
d 512.453.0767 ext 952
c 713.304.3447
MWM DesignGroup

Altura Solutions
ACCESSIBILITY CONSULTANTS

INVOICE

21-007.1
CLMP286
#R023-002

Invoice Date: February 9, 2021

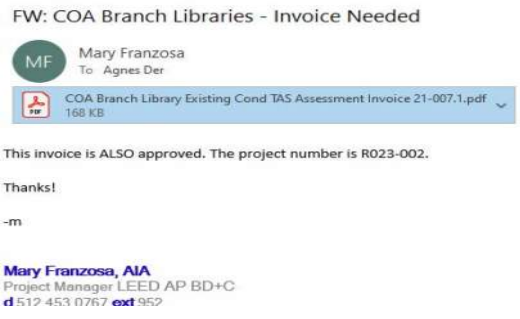
Owen Harrod/Mary Franzosa
MWM DesignGroup

Project: City of Austin Branch Library Preliminary Design Project

Services: Existing Conditions TAS Assessment

Description of Services	Amount Due
• Willie Mae Kirk Branch Existing Conditions Assessment (9.7 hours at $206.25/hour)	$2,000.63
• Manchaca Branch Existing Conditions Assessment (9.7 hours at $206.25/hour)	$2,000.63
• St. John Branch Existing Conditions Assessment (9.7 hours at $206.25/hour)	$2,000.63
• Old Quarry Branch Existing Conditions Assessment (9.7 hours at $206.25/hour)	$2,000.63
TOTAL	**$8,002.52**

Make all checks payable to:
Altura Solutions, LLC
3616 Far West Blvd, Ste. 117-288
Austin, TX 78731


FW: COA Branch Libraries - Invoice Needed

MF Mary Franzosa
To Agnes Der

COA Branch Library Existing Cond TAS Assessment Invoice 21-007.1.pdf
168 KB

This invoice is ALSO approved. The project number is R023-002.

Thanks!

-m

Mary Franzosa, AIA
Project Manager LEED AP BD+C
d 512.453.0767 ext 952

Thank you for your business.

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

INVOICE NO. 17852

02/09/2021

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: February 08, 2021

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
MEP Draft Narrative - Old Quarry Branch	3,249.09	3,249.09	0.00	0.00	100.00	3,249.09
MEP Draft Narrative - Little Walnut Creek Branch	2,137.23	2,137.23	0.00	0.00	100.00	2,137.23
MEP Draft Narrative - Manchaca Branch	3,249.09	3,249.09	0.00	0.00	100.00	3,249.09
MEP Draft Narrative - Willie Mae Kirk Branch	3,249.09	3,249.09	0.00	0.00	100.00	3,249.09
MEP Draft Narrative - St. John Branch	3,249.09	3,249.09	0.00	0.00	100.00	3,249.09
MEP Final Narrative - Old Quarry Branch	1,587.09	0.00	0.00	1,587.09	0.00	0.00
MEP Final Narrative - Little Walnut Creek Branch	998.51	0.00	0.00	998.51	0.00	0.00
MEP Final Narrative - Manchaca Branch	1,587.09	0.00	0.00	1,587.09	0.00	0.00
MEP Final Narrative - Willie Mae Kirk Branch	1,587.09	0.00	0.00	1,587.09	0.00	0.00
MEP Final Narrative - St. John Branch	1,587.09	0.00	0.00	1,587.09	0.00	0.00
TOTAL:	22,480.46	15,133.59	0.00	7,346.87	67.32	15,133.59

INVOICE TOTAL: 15,133.59

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
17852	02/09/2021	15,133.59	15,133.59				
TOTAL:		**15,133.59**	**15,133.59**	**0.00**	**0.00**	**0.00**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

RE: 21009.M.AUS Library Branch Renovations

MF Mary Franzosa
To Agnes Der

Agnes I have reviewed the invoice from Toni below.

This is for project number R023-002

This invoice is approved.

-m

Mary Franzosa, AIA
Project Manager LEED AP BD+C

Approval: Toni Perkins

MWM Design Group

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

INVOICE

3/2/2021

No. 20664

Project NO:21004.20

MWM Design Group

305 East Huntland Drive
Suite 200
Austin, TX 78752

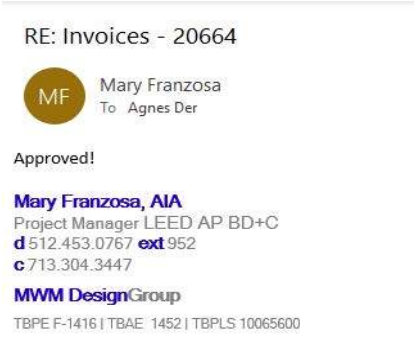
Branch Library Renovations

MWM #R023-002

For professional services rendered for the period ending 2/28/2021

Description	Contract Amount	% Work To Date	Amount Billed	Previously Billed	This Invoice Billing
Structural - Preliminary Design	$9,703.46	30.00	$2,911.04	$.00	$2,911.04
Total Professional Services	**$9,703.46**		**$2,911.04**	**$.00**	**$2,911.04**

Total Current Invoice **$2,911.04**



RE: Invoices - 20664

MF Mary Franzosa
To Agnes Der

Approved!

Mary Franzosa, AIA
Project Manager LEED AP BD+C
d 512.453.0767 ext 952
c 713.304.3447
MWM DesignGroup
TBPE F-1416 | TBAE 1452 | TBPLS 10065600

RECEIVED
By GuerraC at 11:51 am, Apr 29, 2021

REVIEWED
By rodriguezchri at 9:17 am, Apr 30, 2021

MWM requests and authorizes the City of Austin to make EFT payment on this invoice to the following institution:
Frost Bank Acct. No.: 591636820
Routing No.: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

April 29, 2021
Invoice No: 20057

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to April 4, 2021

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary Phase	92,134.01	71.1008	65,507.99	41,408.96	24,099.03
Total Fee	92,134.01		65,507.99	41,408.96	24,099.03
	Total Fee				**24,099.03**

Contract Fee Limits	Current	Prior	To-Date
Reimbursables	0.00	0.00	0.00
NTE Amount			250.00
Remaining			250.00

Total this Invoice **$24,099.03**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	24,099.03	41,408.96	65,507.99		
Totals	**24,099.03**	**41,408.96**	**65,507.99**	**0.00**	**65,507.99**

RECEIVED
By GuerraC at 11:51 am, Apr 29, 2021

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	4/29/21
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	2
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	20057
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT:	
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

REVIEWED
By rodriguezchri at 9:17 am, Apr 30, 2021

BASIC SERVICES

				NTE	This Reqst	Total to Date
Preliminary	36.8%	% to Date	71.1% % of Fee	$ 92,134.01	$ 24,099.03	$ 65,507.99
Design		% to Date	% of Fee	$ -	$ -	$ -
Schematic		% to Date	% of Fee	$ -	$ -	$ -
Des Dev		% to Date	% of Fee	$ -	$ -	$ -
Cst Docs		% to Date	% of Fee	$ -	$ -	$ -
Bid/Award		% to Date	% of Fee	$ -	$ -	$ -
Construction		% to Date	% of Fee	$ -	$ -	$ -
Post-Const		% to Date	% of Fee	$ -	$ -	$ -
Other		% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES				$ 92,134.01	$ 24,099.03	$ 65,507.99

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
	$ 250.00	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 250.00	$ -	$ -

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 92,134.01**	**$ -**	**$ 250.00**	**$ 92,384.01**
Previous Billings:	$ 41,408.96	$ -	$ -	$ 41,408.96
Attached Pay App:	$ 24,099.03	$ -	$ -	$ 24,099.03
Total Earned:	$ 65,507.99	$ -	$ -	$ 65,507.99
Amount Remaining:	$ 26,626.02	$ -	$ 250.00	$ 26,876.02
		Total Due This Pay App:		$ 24,099.03

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 4/29/2021

Authorized for Payment: _____ Date: _____
Project Accountant, Public Works, Accounts Payable

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 29-Apr / 2021 **Invoice No.** 20057 (2)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.~~00~~ .01
Total Expended: ~~$0.00~~ $28,047.74

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

MBE/WBE PROJECT PARTICIPATION	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	30.36% ~~0.00~~%	0.00%	0.00%	0.00%	0.00%

DBE Project Participation	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	0.00%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc	MAR3044500	WBE	FH	$ 44,787.26		$ 44,787.26	$ 20,041.77		$ 24,745.49
Adisa Public Relations ADI8313185	~~ADI7066740~~	MBE	MB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46		$ 9,703.46		$ 2,911.04	$ 6,792.42
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46		$ 22,480.46		$ 15,133.59	$ 7,346.87
Baer Engineering & Environmental Consulting, Inc	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68		$ 5,409.68	$ 4,057.26		$ 1,352.42
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

These are all MBE subs and they total $28,047.74, which is 30.36% of the total contract amount of $92,384.01.

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der 4/29/2021 512-453-0767

Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der 4/29/2021 512-453-0767

Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Invoice # 20057
Bill thru 4/4/2021

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
$92,134.01	~~$99,115.49~~	4/24/2020	12/20/2020	71.10%	45.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total $92,134.01	~~$99,115.49~~			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
Project Total $92,384.01	~~$99,365.49~~			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

Project Cost Resources, Incorporated
24285 Katy Freeway, Si New Address
Katy, Texas 77494
281-497-4171

Invoice No: **21BW 041901**
Date: **19-Apr-21**

Attention: **Ms. Mary Franzosa, AIA**
Firm: **MWMDesign Group**

Project: **Branch Libraries**

Estimate Phases	Total Fee	Percent Complete	Previously Billed	Paid to Date	Remaining Due	Current Billing	Total Due
Budget Estimate	$ 5,409.68	75%	$ -	$ -	$ -	$ 4,057.26	$ 4,057.26
Total	$ 5,409.68		$ -	$ -	$ -	$ 4,057.26	$ 4,057.26

Total Fee Billing	$	4,057.26
Previously Billed	$	-
Total This Invoice	**$**	**4,057.26**

FW: [EXTERNAL] Branch Libraries - Invoice for 75 PCT

MF Mary Franzosa
To Agnes Der

Billing 2021 - April Branch Libraries MWM .pdf
71 KB

Agnes,

This invoice is approved for R023-002 - Branch_Libraries

Thanks,

Mary Franzosa, AIA
Project Manager LEED AP BD+C
d 512.453.0767 **ext** 952
c 713.304.3447

MWM DesignGroup
TBPE F-1416 | TBAE 1452 | TBPLS 10065600

RECEIVED
By Brightt at 4:00 pm, May 24, 2021

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	✓ DATE:	5/24/21
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		✓ STMT #:	3
CT/DO:	✓ 6100 20121403231		
PW/MA:	MA 6100 SA2000000009	✓ VENDOR INV #	20103
COA PROJECT		FINAL PAYMENT:	
MANAGER:	Alison Von Stein		
COA ROTATION LIST		NTP #:	N/A
MANAGER:	N/A		
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

BASIC SERVICES

			NTE	This Reqst	Total to Date
Preliminary	16.9% % to Date	85.5% % of Fee	$ 92,134.01	$ 13,292.76	$ 78,800.75
Design	% to Date	% of Fee	$ -	$ -	$ -
Schematic	% to Date	% of Fee	$ -	$ -	$ -
Des Dev	% to Date	% of Fee	$ -	$ -	$ -
Cst Docs	% to Date	% of Fee	$ -	$ -	$ -
Bid/Award	% to Date	% of Fee	$ -	$ -	$ -
Construction	% to Date	% of Fee	$ -	$ -	$ -
Post-Const	% to Date	% of Fee	$ -	$ -	$ -
Other	% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES			$ 92,134.01	$ 13,292.76	$ 78,800.75

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
	$ 250.00	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 250.00	$ -	$ -

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 92,134.01**	**$ -**	**$ 250.00**	**$ 92,384.01** ✓
Previous Billings:	$ 65,507.99	$ -	$ -	$ 65,507.99 ✓
Attached Pay App:	$ 13,292.76	$ -	$ -	$ 13,292.76
Total Earned:	$ 78,800.75	$ -	$ -	$ 78,800.75
Amount Remaining:	$ 13,333.26	$ -	$ 250.00	$ 13,583.26 ✓
		Total Due This Pay App:		$ 13,292.76

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 5/24/2021

Authorized for Payment: REVIEWED Project Accountant, Public Works Accounts Payable
By Felicia Clay at 12:58 pm, May 25, 2021 Date:

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 24-May / 2021 **Invoice No.** 20103

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $ 52,146.81

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

	MBE/WBE PROJECT PARTICIPATION				
	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	7.16%	0.00%	0.00%	0.00%	7.23%

	DBE Project Participation
	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	56.45%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc	MAR3044500	WBE	FW	$ 44,787.26		$ 44,787.26	$ ✓ 6,680.58	$ 20,041.77	$ 18,064.91
Adisa Public Relations	ADI7066740	MWDB	FB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46		$ 9,703.46		$ 2,911.04	$ 6,792.42
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46		$ 22,480.46	$ ✓ 6,612.18	$ 15,133.59	$ 734.69
Baer Engineering & Environmental Consulting, Inc	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68		$ 5,409.68		$ 4,057.26	$ 1,352.42
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der 5/24/2021 512-453-0767

Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der 5/24/2021 512-453-0767

Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Invoice # 20103
Bill thru 5/2/2021

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
	$92,134.01	1/6/2021	5/4/2021	85.53%	71.10%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$92,134.01			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
Project Total	$92,384.01			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

RECEIVED
By Brightt at 4:00 pm, May 24, 2021

REVIEWED
By Felicia Clay at 12:59 pm, May 25, 2021

MWM requests and authorizes the City of Austin to make EFT payment on this invoice to the following institution:
Frost Bank Acct. No.: 591636820
Routing No.: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

May 24, 2021
Invoice No: 20103

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to May 2, 2021

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary Phase	92,134.01	85.5284	78,800.75	65,507.99	13,292.76
Total Fee	92,134.01		78,800.75	65,507.99	13,292.76
	Total Fee				**13,292.76**

Contract Fee Limits	Current	Prior	To-Date
Reimbursables	0.00	0.00	0.00
NTE Amount			250.00
Remaining			250.00

Total this Invoice **$13,292.76**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	13,292.76	65,507.99	78,800.75		
Totals	**13,292.76**	**65,507.99**	**78,800.75**	**41,408.96**	**37,391.79**

DO 20121403231

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

INVOICE NO. 18102

05/03/2021

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: April 30, 2021

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
MEP Draft Narrative - Old Quarry Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Draft Narrative - Little Walnut Creek Branch	2,137.23	2,137.23	2,137.23	0.00	100.00	0.00
MEP Draft Narrative - Manchaca Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Draft Narrative - Willie Mae Kirk Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Draft Narrative - St. John Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Final Narrative - Old Quarry Branch	1,587.09	1,428.38	0.00	158.71	90.00	1,428.38
MEP Final Narrative - Little Walnut Creek Branch	998.51	898.66	0.00	99.85	90.00	898.66
MEP Final Narrative - Manchaca Branch	1,587.09	1,428.38	0.00	158.71	90.00	1,428.38
MEP Final Narrative - Willie Mae Kirk Branch	1,587.09	1,428.38	0.00	158.71	90.00	1,428.38
MEP Final Narrative - St. John Branch	1,587.09	1,428.38	0.00	158.71	90.00	1,428.38
TOTAL:	22,480.46	21,745.77	15,133.59	734.69	96.73	6,612.18

INVOICE TOTAL: 6,612.18

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
17852	02/09/2021	15,133.59				15,133.59	
18102	05/03/2021	6,612.18	6,612.18				
TOTAL:		**21,745.77**	**6,612.18**	**0.00**	**0.00**	**15,133.59**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

RECEIVED
By rodriguezchri at 2:08 pm, Jun 22, 2021

REVIEWED
By rodriguezchri at 11:03 am, Jun 23, 2021

MWM requests and authorizes the City of Austin to make EFT payment on this invoice to the following institution:

Frost Bank Acct. No.: 591636820

Routing No.: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

June 22, 2021
Invoice No: 20210

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to May 30, 2021

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary Phase	92,134.01	100.00	92,134.01	78,800.75	13,333.26
Total Fee	92,134.01		92,134.01	78,800.75	13,333.26
	Total Fee				**13,333.26**

Contract Fee Limits	Current	Prior	To-Date
Reimbursables	0.00	0.00	0.00
NTE Amount			250.00
Remaining			250.00

Total this Invoice **$13,333.26**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	13,333.26	78,800.75	92,134.01		
Totals	**13,333.26**	**78,800.75**	**92,134.01**	**78,800.75**	**13,333.26**

RECEIVED
By rodriguezchri at 2:08 pm, Jun 22, 2021

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	6/22/21
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	4
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	20210
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT:	
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

REVIEWED
By rodriguezchri at 11:03 am, Jun 23, 2021

BASIC SERVICES

				NTE	This Reqst	Total to Date
Preliminary	14.5%	% to Date	100.0% % of Fee	$ 92,134.01	$ 13,333.26	$ 92,134.01
Design		% to Date	% of Fee	$ -	$ -	$ -
Schematic		% to Date	% of Fee	$ -	$ -	$ -
Des Dev		% to Date	% of Fee	$ -	$ -	$ -
Cst Docs		% to Date	% of Fee	$ -	$ -	$ -
Bid/Award		% to Date	% of Fee	$ -	$ -	$ -
Construction		% to Date	% of Fee	$ -	$ -	$ -
Post-Const		% to Date	% of Fee	$ -	$ -	$ -
Other		% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES				$ 92,134.01	$ 13,333.26	$ 92,134.01

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
	$ 250.00	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 250.00	$ -	$ -

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 92,134.01**	**$ -**	**$ 250.00**	**$ 92,384.01**
Previous Billings:	$ 78,800.75	$ -	$ -	$ 78,800.75
Attached Pay App:	$ 13,333.26	$ -	$ -	$ 13,333.26
Total Earned:	$ 92,134.01	$ -	$ -	$ 92,134.01
Amount Remaining:	$ -	$ -	$ 250.00	$ 250.00
		Total Due This Pay App:		$ 13,333.26

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 6/22/2021

Authorized for Payment: _____ Date: _____
Project Accountant, Public Works, Accounts Payable

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 22-Jun / 2021 **Invoice No.** 4 (20210)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $ 78,800.75

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

	MBE/WBE PROJECT PARTICIPATION				
	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	8.15%	0.00%	0.00%	0.00%	6.28%

	DBE Project Participation
	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	85.30%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc	MAR3044500	WBE	FW	$ 44,787.26		$ 44,787.26	$ 4,453.73	$ 40,083.53	$ 250.00
Adisa Public Relations	ADI7066740	MWDB	FB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46		$ 9,703.46	$ 6,792.42	$ 2,911.04	$ -
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46		$ 22,480.46	$ 734.69	$ 21,745.77	$ -
Baer Engineering & Environmental Consulting, Inc	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68		$ 5,409.68	$ 1,352.42	$ 4,057.26	$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der 6/22/2021 512-453-0767

Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der 6/22/2021 512-453-0767

Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Invoice # 20210
Bill thru 5/30/2021

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
	$92,134.01	1/6/2021	5/4/2021	100.00%	85.53%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$92,134.01			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
Project Total	$92,384.01			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

INVOICE NO. 18184

06/01/2021

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: May 31, 2021

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
MEP Draft Narrative - Old Quarry Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Draft Narrative - Little Walnut Creek Branch	2,137.23	2,137.23	2,137.23	0.00	100.00	0.00
MEP Draft Narrative - Manchaca Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Draft Narrative - Willie Mae Kirk Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Draft Narrative - St. John Branch	3,249.09	3,249.09	3,249.09	0.00	100.00	0.00
MEP Final Narrative - Old Quarry Branch	1,587.09	1,587.09	1,428.38	0.00	100.00	158.71
MEP Final Narrative - Little Walnut Creek Branch	998.51	998.51	898.66	0.00	100.00	99.85
MEP Final Narrative - Manchaca Branch	1,587.09	1,587.09	1,428.38	0.00	100.00	158.71
MEP Final Narrative - Willie Mae Kirk Branch	1,587.09	1,587.09	1,428.38	0.00	100.00	158.71
MEP Final Narrative - St. John Branch	1,587.09	1,587.09	1,428.38	0.00	100.00	158.71
TOTAL:	22,480.46	22,480.46	21,745.77	0.00	100.00	734.69

INVOICE TOTAL: 734.69

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
17852	02/09/2021	15,133.59				15,133.59	
18102	05/03/2021	6,612.18	6,612.18				
18184	06/01/2021	734.69	734.69				
				0.00	**0.00**	**15,133.59**	**0.00**

RE: 21009.M.AUS Library Branch Renovations

MF Mary Franzosa
To Agnes Der

can do to serve you better please let us know.

Agnes,

This invoice is approved.

-m

MWM Design Group

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

INVOICE

6/1/2021

No. 20834

Project NO:21004.20

MWM Design Group

305 East Huntland Drive
Suite 200
Austin, TX 78752

Branch Library Renovations

MWM #R023-002

For professional services rendered for the period ending 5/31/2021

Description	Contract Amount	% Work To Date	Amount Billed	Previously Billed	This Invoice Billing
Structural - Preliminary Design	$9,703.46	100.00	$9,703.46	$2,911.04	$6,792.42
Total Professional Services	**$9,703.46**		**$9,703.46**	**$2,911.04**	**$6,792.42**

Total Current Invoice **$6,792.42**

RE: Invoices - 20834

MF Mary Franzosa
To Agnes Der

This is approved

From: Agnes Der <agnesd@mwmdesigngroup.com>
Sent: Friday, June 4, 2021 8:48 AM
To: Mary Franzosa <MaryF@mwmdesigngroup.com>
Subject: FW: Invoices - 20834

Project Cost Resources, Incorporated
24285 Katy Freeway, Suite 300
Katy, Texas 77494
281-497-4171

New Address

Invoice No: **21BW 062101**
Date: **21-Jun-21**

Attention: **Ms. Mary Franzosa, AIA**
Firm: **MWM Design Group**

Project: **Branch Libraries**

Estimate Phases	Total Fee	Percent Complete	Previously Billed	Paid to Date	Remaining Due	Current Billing	Total Due
Budget Estimate	$ 5,409.68	75%	$ 4,057.26	$ 4,057.26	$ 4,057.26		
Budget Estimate	$ 5,409.68	100%	$ 1,352.42			$ 1,352.42	$ 1,352.42
Total	$ 10,819.36		$ 5,409.68	$ 4,057.26	$ 4,057.26	$ 1,352.42	$ 1,352.42

Total Fee Billing	$ 1,352.42
Previously Billed Outstanding	$ -
Total This Invoice	**$ 1,352.42**

FW: Invoice MWM 100% Branch Libraries.xlsx

MF Mary Franzosa
To Agnes Der

Invoice MWM 100% Branch Libraries.pdf
71 KB

Agnes,

This is approved.

-Mary

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	4/26/22
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	5
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	21336
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT (Check one): Yes:	No:
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

RECEIVED
By Gloria Bluhm at 4:02 pm, May 26, 2022

BASIC SERVICES

				NTE	This Reqst	Total to Date
Preliminary	0.0%	% to Date	100.0% % of Fee	$ 92,134.01	$ -	$ 92,134.01
Design		% to Date	% of Fee	$ -	$ -	$ -
Prelim. - Survey & Geotech.		% to Date	97.6% % of Fee	$ 56,726.15	$ 55,384.04	$ 55,384.04
Schematic	100.0%	% to Date	76.2% % of Fee	$ 113,643.74	$ 86,652.54	$ 86,652.54
Des Dev		% to Date	% of Fee	$ -	$ -	$ -
Cst Docs		% to Date	% of Fee	$ -	$ -	$ -
Bid/Award		% to Date	% of Fee	$ -	$ -	$ -
Construction		% to Date	% of Fee	$ -	$ -	$ -
Post-Const		% to Date	% of Fee	$ -	$ -	$ -
Other		% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES				$ 262,503.90	$ 142,036.58	$ 234,170.59

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
Original PSA	$ 250.00	$ -	$ -
Amendment #1	$ 3,925.00	$ 1,733.03	$ 1,733.03
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 4,175.00	$ 1,733.03	$ 1,733.03

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$262,503.90**	**$ -**	**$ 4,175.00**	**$ 266,678.90**
Previous Billings:	$ 92,134.01	$ -	$ -	$ 92,134.01
Attached Pay App:	$142,036.58	$ -	$ 1,733.03	$ 143,769.61
Total Earned:	$234,170.59	$ -	$ 1,733.03	$ 235,903.62
Amount Remaining:	$ 28,333.31	$ -	$ 2,441.97	$ 30,775.28
		Total Due This Pay App:		$ 143,769.61

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 5/26/2022

Authorized for Payment: _____ Date:

REVIEWED
By Gloria Bluhm at 2:33 pm, May 27, 2022

Project Accountant, Public Works, Accounts Payable

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

Alison Von Stein 6/2/2022`

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 5/26/2022 / 2022 **Invoice No.** 5 (21336)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $0.00

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

	MBE/WBE PROJECT PARTICIPATION				
	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	45.79%	0.00%	21.39%	24.40%	54.21%

	DBE Project Participation
	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	0.00%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc.	MAR3044500	WBE	FW	$ 44,787.26	$ 109,530.81	$ 154,318.07	$ ✓ 104,509.57	$ 44,537.26	$ 5,271.24
Adisa Public Relations	ADI7066740	MBE	MB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46	$ 3,482.70	$ 13,186.16	$ ✓ 3,134.43	$ 9,703.46	$ 348.27
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46	$ 33,068.88	$ 55,549.34	$ ✓ 29,762.00	$ 22,480.46	$ 3,306.88
Baer Engineering & Environmental Consulting, Inc.	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68	$ 5,632.23	$ 11,041.91		$ 5,409.68	$ 5,632.23
Jim Whitten	VC0000101731	MBE	MH	$ 14,874.55		$ 14,874.55			$ 14,874.55
HVJ South Central Texas	V00000939833	MBE	MA	$ 7,705.72		$ 7,705.72	$ ✓ 6,363.61		$ 1,342.11
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der 5/26/2022 512-453-0767

Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der 5/26/2022 512-453-0767

Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

RECEIVED
By Gloria Bluhm at 4:02 pm, May 26, 2022

REVIEWED
By Gloria Bluhm at 2:42 pm, May 27, 2022

MWM requests and authorizes the City of Austin to make EFT payment on this invoice to the following institution:
Frost Bank Acct. No.: 591636820
Routing No.: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

May 26, 2022
Invoice No: 21336

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to May 1, 2022

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary-Survey/Geotech Phase	56,726.15	97.6341	55,384.04	0.00	55,384.04
Preliminary Design Phase	92,134.01	100.00	92,134.01	92,134.01	0.00
Schematic Design Phase	113,643.74	76.2493	86,652.54	0.00	86,652.54
Total Fee	262,503.90		234,170.59	92,134.01	142,036.58
	Total Fee				**142,036.58**

Reimbursable Expenses

Reimbursable Expenses

3/18/2022	Central Tejas Research & Title Services	Titles & Certificates	1,650.50	
	Total Reimbursables	**1.05 times**	**1,650.50**	**1,733.03**

Contract Fee Limits	Current	Prior	To-Date
Reimbursables	1,733.03	0.00	1,733.03
NTE Amount			4,175.00
Remaining			2,441.97

Total this Invoice **$143,769.61**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	142,036.58	92,134.01	234,170.59		
Reim. Expense	1,733.03	0.00	1,733.03		
Totals	**143,769.61**	**92,134.01**	**235,903.62**	**92,134.01**	**143,769.61**

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

No exceptions - MW 3/6/22

INVOICE NO. 19097

03/02/2022

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

R023-002-01

Professional Services Rendered to: February 28, 2022

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
Additional Services - 30% Construction Documents						
Additional Services - 30% Construction Documents - Old Quarry	5,239.93	523.99	0.00	4,715.94	10.00	523.99
Additional Services - 30% Construction Documents - Little Walnut	8,144.99	814.50	0.00	7,330.49	10.00	814.50
Additional Services - 30% Construction Documents - Menchaca	6,846.08	684.61	0.00	6,161.47	10.00	684.61
Additional Services - 30% Construction Documents - Willie Mae	7,597.95	759.80	0.00	6,838.15	10.00	759.80
Additional Services - 30% Construction Documents - St. John	5,239.93	523.99	0.00	4,715.94	10.00	523.99
Subtotal:	33,068.88	3,306.89	0.00	29,761.99	10.00	3,306.89
TOTAL:	33,068.88	3,306.89	0.00	29,761.99	10.00	3,306.89

INVOICE TOTAL: 3,306.89

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19097	03/02/2022	3,306.89	3,306.89				
	TOTAL:	**3,306.89**	**3,306.89**	**0.00**	**0.00**	**0.00**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

HVJ ASSOCIATES

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512-447-9081
www.hvj.com

February 26, 2022
Invoice No: 22087

REMIT TO: HVJ South Central Texas M&J Inc.
PO Box 671674
Dallas, TX 75267-1674
Billing Inquiries: 512-447-9081
M&J, Inc.

Megan Weinzierl
MWM Design Group
305 East Huntland Drive, Suite 200
Austin, TX 78752

No exceptions / approved
MW 3/10/22
#R023-002-1 Branch Libraries

Project Manager Leonel Ruiz

Project AG2110305 COA Little Walnut Creek CLMP286

Professional Services from January 30, 2022 to February 26, 2022

Phase 1 Field Investigation

Additional Fees

Field Investigation-Reimbursables	900.00	
Field Investigation-Drilling	265.22	
Total Additional Fees	**1,165.22**	**1,165.22**
	Phase Total	**$1,165.22**

Phase 2 Laboratory Testing

Additional Fees

Laboratory Testing	456.18	
Total Additional Fees	**456.18**	**456.18**
	Phase Total	**$456.18**

Phase 3 Geotechnical Labor

Professional Personnel

		Hours	Rate	Amount
Professional Engineer IV				
Ruiz, Leonel	2/9/2022	1.50	150.95	226.43
Ruiz, Leonel	2/14/2022	2.00	150.95	301.90
Ruiz, Leonel	2/21/2022	2.00	150.95	301.90
Engineer in Training I				
Chavarro-Munoz, Santiago	2/25/2022	1.00	89.73	89.73
Garcia, Luis	2/18/2022	2.00	89.73	179.46
Garcia, Luis	2/19/2022	1.00	89.73	89.73
Marachan, Nithya	2/21/2022	3.00	89.73	269.19

Administrative Assistant IV						
Griggs, Melissa	2/15/2022	2.00	58.70	117.40		
Totals		14.50		1,575.74		
Total Labor						**1,575.74**
				Phase Total		**$1,575.74**

Phase 4 Reimbursables

Subconsultant

TEXAS GEO BORE DRILLING,LLC				900.00	
Total Subconsultants			**1.0 times**	**900.00**	**900.00**
			Phase Total		**$900.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,097.14	0.00	4,097.14
Budget			7,705.72
Remaining Budget			3,608.58

TOTAL THIS INVOICE **$4,097.14**



	Current	**Prior**	**Total**
Billed to Date	**4,097.14**	**0.00**	**4,097.14**

WE'RE ABOUT COMMITMENT

AG2110305 Walnut Creek Library

Field Investigation - Reimbursables		Rate	Qty	Amount
Mobilization/Demobilization - Austin (truck mounted rig)	$	900.00	1	900.00
			Total	**900.00**

Field Investigation - Drilling Soil Sampling		Rate	Qty	Amount
1.8 Support Truck	$	132.61	2	265.22
			Total	**265.22**

Laboratory Testing - Standard		Rate	Qty		Amount
2.3 Atterberg Limits (ASTM D-4318)	$	84.87	2	$	169.74
2.5 No. 200 Sieve (ASTM D-1140)	$	53.05	2	$	106.10
2.1 Moisture Content (ASTM D-2216)	$	26.52	2	$	53.04
2.14 Unconfined Compressive Strength Soil (ASTM D 2166)	$	63.65	2	$	127.30
2.15 Unconfined Compressive Strength Rock (ASTM D-7012)	$	79.57		$	-
			Total	**$**	**456.18**

Subtotal		**1,621.40**

Invoice

Date 2/23/2022
Invoice # A22-030

Bill To	Service For
HVJ South Central Texas-M&J INC. 4201 Freidrich Lane, Ste, 110, Austin, TX 78744	Little Walnut Creek Library Improvments Location: Austin, TX Project : AG2110305

Item	Description	Qty	Rate	Amount
	Drill Date 2-21-2022			
Mob/DeMob	Drill Rig/Support Truck LS	1	500.00	500.00
Drill/Sample	Standard Sampling in Soils 0-50' LF	15	16.00	240.00
Clean Up	Remove Soil Cuttings / Backfill and Patch Boring HR	0.5	180.00	90.00
Minimum Charge	Surcharge LS	1	70.00	70.00
		Total		$900.00

Address; P.O.Box 6253
Round Rock tx,78683
Office# 512)586-1601
FAX#512)369-3275

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

This is approved.

Megan Weinzierl, AIA, LEED AP
Architecture Studio Leader | Sr. Project Manager
c 917.687.9031
MWM DesignGroup
TBPE F-1416 | TBAE 1452 | TBPLS 10065600
www.mwmdesigngroup.com

We shape the world you live in.

INVOICE NO. 19221

04/01/2022

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: March 31, 2022

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
Additional Services - 30% Construction Documents						
Additional Services - 30% Construction Documents - Old Quarry	5,239.93	1,309.98	523.99	3,929.95	25.00	785.99
Additional Services - 30% Construction Documents - Little Walnut	8,144.99	2,036.25	814.50	6,108.74	25.00	1,221.75
Additional Services - 30% Construction Documents - Menchaca	6,846.08	1,711.52	684.61	5,134.56	25.00	1,026.91
Additional Services - 30% Construction Documents - Willie Mae	7,597.95	1,899.49	759.80	5,698.46	25.00	1,139.69
Additional Services - 30% Construction Documents - St. John	5,239.93	1,309.98	523.99	3,929.95	25.00	785.99
Subtotal:	33,068.88	8,267.22	3,306.89	24,801.66	25.00	4,960.33
TOTAL:	33,068.88	8,267.22	3,306.89	24,801.66	25.00	4,960.33

INVOICE TOTAL: 4,960.33

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19097	03/02/2022	3,306.89		3,306.89			
19221	04/01/2022	4,960.33	4,960.33				
	TOTAL:	**8,267.22**	**4,960.33**	**3,306.89**	**0.00**	**0.00**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512-447-9081
www.hvj.com

April 02, 2022
Invoice No: 22138

REMIT TO: HVJ South Central Texas M&J Inc.
PO Box 671674
Dallas, TX 75267-1674
Billing Inquiries: 512-447-9081
M&J, Inc.

Megan Weinzierl
MWM Design Group
305 East Huntland Drive, Suite 200
Austin, TX 78752

Project Manager Leonel Ruiz

Project AG2110305 COA Little Walnut Creek CLMP286

Professional Services from February 27, 2022 to April 02, 2022

Phase 3 Geotechnical Labor

Professional Personnel

		Hours	Rate	Amount	
Geotechnical Engineering Manager					
Schwarz, Jason	3/31/2022	2.00	174.71	349.42	
Professional Engineer IV					
Ruiz, Leonel	3/24/2022	1.00	150.95	150.95	
Ruiz, Leonel	3/28/2022	2.00	150.95	301.90	
Ruiz, Leonel	3/31/2022	2.00	150.95	301.90	
Engineer in Training I					
Chavarro-Munoz, Santiago	3/10/2022	1.00	89.73	89.73	
Chavarro-Munoz, Santiago	3/14/2022	1.00	89.73	89.73	
Chavarro-Munoz, Santiago	3/16/2022	2.50	89.73	224.33	
Chavarro-Munoz, Santiago	3/21/2022	1.00	89.73	89.73	
Chavarro-Munoz, Santiago	3/25/2022	1.00	89.73	89.73	
Chavarro-Munoz, Santiago	3/28/2022	1.00	89.73	89.73	
Chavarro-Munoz, Santiago	3/31/2022	3.00	89.73	269.19	
Administrative Assistant IV					
Griggs, Melissa	3/7/2022	.75	58.70	44.03	
Griggs, Melissa	3/13/2022	1.50	58.70	88.05	
Griggs, Melissa	3/15/2022	1.50	58.70	88.05	
Totals		21.25		2,266.47	
Total Labor					**2,266.47**
			Phase Total		**$2,266.47**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,266.47	4,097.14	6,363.61
Budget			7,705.72
Remaining Budget			1,342.11

TOTAL THIS INVOICE **$2,266.47**

	Current	Prior	Total
Billed to Date	**2,266.47**	**4,097.14**	**6,363.61**

Outstanding Invoices

Number	Date	Balance
22087	2/26/2022	4,097.14
Total		**4,097.14**

WE'RE ABOUT COMMITMENT

Little Walnut Creek Library Improvements

MONTHLY PROJECT PROGRESS REPORT

CONSULTANT: HVJ South Central Texas, M&J Inc.
PROJECT: Little Walnut Creek Library Improvements
MWM Design Group

CONTRACT: CLMP286 MWM#R023-002-01

DATE: 4/13/2022
PROJECT MANAGER: Leo Ruiz
NOTICE TO PROCEED: 05/01/2022

ITEMS ACCOMPLISHED THIS PERIOD- MARCH

Geotechnical Borings and Investigations

- Conference Calls
- Coordinate with Facility Personnel
- Coordinate with Drilling Crew
- Mark Location to clear utilities
- Drill and log boring
- Start laboratory testing
- Finish laboratory testing
- Begin geotechnical analysis
- Begin geotechnical draft

ITEMS ANTICIPATED DURING NEXT MONTH-APRIL

- Submit draft geotechnical report
- Address MWM and COA comments on draft geo report

PROBLEM AREAS / CRITICAL ITEMS

- None

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

INVOICE

5/3/2022

No. 21685

Project No: 21004.21

MWM Design Group

305 East Huntland Drive
Suite 200
Austin, TX 78752

Branch Library Renovations

MWM #R023-002-1

For professional services rendered for the period ending 4/30/2022

Description	Contract Amount	% Work To Date	Amount Billed	Previously Billed	This Invoice Billing
Structural - 30% Design	$3,482.70	90.00	$3,134.43	$.00	$3,134.43
Total Professional Services	**$3,482.70**		**$3,134.43**	**$.00**	**$3,134.43**

Total Current Invoice **$3,134.43**



ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

INVOICE NO. 19324

05/05/2022

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: April 30, 2022

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
Additional Services - 30% Construction Documents						
Additional Services - 30% Construction Documents - Old Quarry	5,239.93	4,715.94	1,309.98	523.99	90.00	3,405.96
Additional Services - 30% Construction Documents - Little Walnut	8,144.99	7,330.49	2,036.25	814.50	90.00	5,294.24
Additional Services - 30% Construction Documents - Menchaca	6,846.08	6,161.47	1,711.52	684.61	90.00	4,449.95
Additional Services - 30% Construction Documents - Willie Mae	7,597.95	6,838.16	1,899.49	759.79	90.00	4,938.67
Additional Services - 30% Construction Documents - St. John	5,239.93	4,715.94	1,309.98	523.99	90.00	3,405.96
Subtotal:	33,068.88	29,762.00	8,267.22	3,306.88	90.00	21,494.78
TOTAL:	33,068.88	29,762.00	8,267.22	3,306.88	90.00	21,494.78

INVOICE TOTAL: 21,494.78

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19097	03/02/2022	3,306.89			3,306.89		
19221	04/01/2022	4,960.33		4,960.33			
19324	05/05/2022	21,494.78	21,494.78				
	TOTAL:	**29,762.00**	**21,494.78**	**4,960.33**	**3,306.89**	**0.00**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

r023-002-1

Central Tejas Research & Title Services
209 West 9th Street, Suite B101
Austin, TX 78701

Invoice

Date	Invoice #
3/4/2022	22-0453

Bill To
MWM DESIGNGROUP/AUSTIN, TX 305 HUNTLAND DRIVE # 200 AUSTIN,TEXAS 78752

P.O. NO.	TERMS	ORDERED BY
023002-1-COA	Net 15	DAVID

Description	Qty	Rate	Amount
Title Certificate	5	300.00	1,500.00
Plain Copies	301	0.50	150.50
246684- LITTLE WALNUT CREEK			
511096-MENCHACA ROAD BRANCH			
133960- OLD QUARRY BRANCH			
195980- WILLIE MAE KIRK			
735337- LITTLE WALNUT CREEK # 2			
CITY OF AUSTIN LIBRARY SITES			
TRAVIS COUNTY, TEXAS			

Thank you for your business.

Total	$1,650.50
Payments/Credits	$0.00
Balance Due	$1,650.50

Phone #	Fax #	E-mail	Web Site
(512) 469-6026	(512) 469-6053	accounting@centraltejasresearch.com	www.centraltejasresearch.com

Orders

From: Dave Martinez <Davidm@mwmdesigngroup.com>
Sent: Tuesday, February 1, 2022 5:11 PM
To: Orders
Subject: 023002-1-City of Austin-Branch Library Surveys

I would like to order some Title and Easement reports for the following City of Austin properties:

Travis CAD PID Number 246684 Lot A1- First Resubdivision of Redman Development Corporation---Little Walnut Creek Branch Library.

Travis CAD PID Number 511096 Tract A-John W. Tabors Subdivision---Menchaca Road Branch Library.

Travis CAD PID Number 133960 Lot 2L Northwest Hills Sec 9-G Library Lot.---Old Quarry Branch Library.

Travis CAD PID Number 195980 22.259 acres Outlots 53-54&59 Division A---Willie Mae Kirk Branch Library.

Please let me know if you intend to accept this project and if you have an idea on your approximate completion date, that would help with scheduling. This project is not a rush, but the sooner I get started the better. Thursday we will get an idea of scheduling and site priorities for this Project, I will send an update which will help you schedule your projects accordingly.

Thank you!

David E. Martinez, RPLS
Project Surveyor
d 512.992.2944

MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, TX 78752
o 512.453.0767

TBPE F-1416 | TBAE 1452 | TBPLS 10065600
www.mwmdesigngroup.com

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	6/14/22
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	6
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	21425
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT (Check one):	
		Yes:	No: x
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

RECEIVED
By Felicia Clay at 8:16 am, Jun 15, 2022

BASIC SERVICES

			NTE	This Reqst	Total to Date
Preliminary	0.0% % to Date	100.0% % of Fee	$ 92,134.01	$ -	$ 92,134.01
Design	% to Date	% of Fee	$ -	$ -	$ -
Prelim. - Survey & Geotech.	% to Date	99.3% % of Fee	$ 56,726.15	$ 946.37	$ 56,330.41
Schematic	1.9% % to Date	77.7% % of Fee	$ 113,643.74	$ 1,653.43	$ 88,305.97
Des Dev	% to Date	% of Fee	$ -	$ -	$ -
Cst Docs	% to Date	% of Fee	$ -	$ -	$ -
Bid/Award	% to Date	% of Fee	$ -	$ -	$ -
Construction	% to Date	% of Fee	$ -	$ -	$ -
Post-Const	% to Date	% of Fee	$ -	$ -	$ -
Other	% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES			$ 262,503.90	$ 2,599.80	$ 236,770.39

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
Original PSA	$ 250.00	$ -	$ -
Amendment #1	$ 3,925.00		$ 1,733.03
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 4,175.00	$ -	$ 1,733.03

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 262,503.90**	**$ -**	**$ 4,175.00**	**$ 266,678.90**
Previous Billings:	$ 234,170.59	$ -	$ 1,733.03	$ 235,903.62
Attached Pay App:	$ 2,599.80	$ -	$ -	$ 2,599.80
Total Earned:	$ 236,770.39	$ -	$ 1,733.03	$ 238,503.42
Amount Remaining:	$ 25,733.51	$ -	$ 2,441.97	$ 28,175.48
			Total Due This Pay App:	$ 2,599.80

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 6/14/2022

REVIEWED
By MILLICENT WILKINS at 2:00 pm, Jun 15, 2022
Project Accountant, Public Works, Accounts Payable

Authorized for Payment: Date:

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Alison Von Stein 6/15/2022

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 6/14/2022 / 2022 **Invoice No.** 6 (21425)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $0.00

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

	MBE/WBE PROJECT PARTICIPATION				
	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	45.79%	0.00%	21.39%	24.40%	54.21%

	DBE Project Participation
	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	0.00%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc.	MAR3044500	WBE	FW	$ 44,787.26	$ 109,530.81	$ 154,318.07		$ 149,046.83	$ 5,271.24
Adisa Public Relations	ADI7066740	MBE	MB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46	$ 3,482.70	$ 13,186.16		$ 12,837.89	$ 348.27
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46	$ 33,068.88	$ 55,549.34	$ 1,653.43	$ 52,242.46	$ 1,653.45
Baer Engineering & Environmental Consulting, Inc	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68	$ 5,632.23	$ 11,041.91		$ 5,409.68	$ 5,632.23
Jim Whitten	VC0000101731	MBE	MH	$ 14,874.55		$ 14,874.55			$ 14,874.55
HVJ South Central Texas	V00000939833	MBE	MA	$ 7,705.72		$ 7,705.72	$ 946.37	$ 6,363.61	$ 395.74
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der 6/14/2022 512-453-0767

Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der 6/14/2022 512-453-0767

Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

RECEIVED
By Felicia Clay at 8:16 am, Jun 15, 2022

REVIEWED
By MILLICENT WILKINS at 2:04 pm, Jun 15, 2022

MWM requests and authorizes the
City of Austin to make EFT payment
on this invoice to the following institution:
Frost Bank Acct. No: 591636820
Routing No: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

June 14, 2022
Invoice No: 21425

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

DO 20121403231

Professional Services to May 29, 2022

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary-Survey/Geotech Phase	56,726.15	99.3024	56,330.41	55,384.04	946.37
Preliminary Design Phase	92,134.01	100.00	92,134.01	92,134.01	0.00
Schematic Design Phase	113,643.74	77.7042	88,305.97	86,652.54	1,653.43
Total Fee	262,503.90		236,770.39	234,170.59	2,599.80
	Total Fee				**2,599.80**

Contract Fee Limits	**Current**	**Prior**	**To-Date**
Reimbursables	0.00	1,733.03	1,733.03
NTE Amount			4,175.00
Remaining			2,441.97

Total this Invoice **$2,599.80**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	2,599.80	234,170.59	236,770.39		
Reim. Expense	0.00	1,733.03	1,733.03		
Totals	**2,599.80**	**235,903.62**	**238,503.42**	**92,134.01**	**146,369.41**

Little Walnut Creek Library Improvements

MONTHLY PROJECT PROGRESS REPORT

CONSULTANT: HVJ South Central Texas, M&J Inc.
PROJECT: Little Walnut Creek Library Improvements
MWM Design Group

CONTRACT: CLMP286 MWM#R023-002-01

DATE: 5/10/2022
PROJECT MANAGER: Leo Ruiz
NOTICE TO PROCEED: 05/01/2022

ITEMS ACCOMPLISHED THIS PERIOD- April

Geotechnical Borings and Investigations

- Finish laboratory testing
- Begin geotechnical analysis
- Begin geotechnical draft report
- Submit geotechnical draft report

ITEMS ANTICIPATED DURING NEXT MONTH-May

- Address MWM and COA comments on draft geo report

PROBLEM AREAS / CRITICAL ITEMS

- None

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512-447-9081
www.hvj.com

April 30, 2022
Invoice No: 22178

REMIT TO: HVJ South Central Texas M&J Inc.
PO Box 671674
Dallas, TX 75267-1674
Billing Inquiries: 512-447-9081
M&J, Inc.

Megan Weinzierl
MWM Design Group
305 East Huntland Drive, Suite 200
Austin, TX 78752

Project Manager Leonel Ruiz

Project AG2110305 COA Little Walnut Creek CLMP286

Professional Services from April 03, 2022 to April 30, 2022

Phase 3 Geotechnical Labor

Professional Personnel

		Hours	Rate	Amount	
Professional Engineer IV					
Ruiz, Leonel	4/6/2022	3.00	150.95	452.85	
Ruiz, Leonel	4/20/2022	1.00	150.95	150.95	
Engineer in Training I					
Chavarro-Munoz, Santiago	4/11/2022	1.00	89.73	89.73	
Chavarro-Munoz, Santiago	4/22/2022	2.00	89.73	179.46	
Administrative Assistant IV					
Griggs, Melissa	4/11/2022	.50	58.70	29.35	
Griggs, Melissa	4/13/2022	.75	58.70	44.03	
Totals		8.25		946.37	
Total Labor					**946.37**
			Phase Total		**$946.37**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	946.37	6,363.61	7,309.98
Budget			7,705.72
Remaining Budget			395.74

TOTAL THIS INVOICE **$946.37**

	Current	**Prior**	**Total**
Billed to Date	**946.37**	**6,363.61**	**7,309.98**

Outstanding Invoices

Number	**Date**	**Balance**
22087	2/26/2022	4,097.14

Project	AG2110305	COA Little Walnut Creek CLMP286		Invoice	22178
	22138	4/2/2022	2,266.47		
	Total		**6,363.61**		

WE'RE ABOUT COMMITMENT

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

INVOICE NO. 19443

06/02/2022

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: May 31, 2022

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
Additional Services - 30% Construction Documents						
Additional Services - 30% Construction Documents - Old Quarry	5,239.93	4,977.93	4,715.94	262.00	95.00	261.99
Additional Services - 30% Construction Documents - Little Walnut	8,144.99	7,737.74	7,330.49	407.25	95.00	407.25
Additional Services - 30% Construction Documents - Menchaca	6,846.08	6,503.78	6,161.47	342.30	95.00	342.31
Additional Services - 30% Construction Documents - Willie Mae	7,597.95	7,218.05	6,838.16	379.90	95.00	379.89
Additional Services - 30% Construction Documents - St. John	5,239.93	4,977.93	4,715.94	262.00	95.00	261.99
Subtotal:	33,068.88	31,415.43	29,762.00	1,653.45	95.00	1,653.43
TOTAL:	33,068.88	31,415.43	29,762.00	1,653.45	95.00	1,653.43

INVOICE TOTAL: 1,653.43

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19097	03/02/2022	3,306.89				3,306.89	
19221	04/01/2022	4,960.33			4,960.33		
19324	05/05/2022	21,494.78	21,494.78				
19443	06/02/2022	1,653.43	1,653.43				
	TOTAL:	**31,415.43**	**23,148.21**	**0.00**	**4,960.33**	**3,306.89**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	8/24/22
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	7
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	21631
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT (Check one): Yes:	No: x
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

RECEIVED
By Felicia Clay at 10:43 am, Aug 24, 2022

BASIC SERVICES

			NTE	This Reqst	Total to Date
Preliminary	0.0% % to Date	100.0% % of Fee	$ 92,134.01	$ -	$ 92,134.01
Design	% to Date	% of Fee	$ -	$ -	$ -
Prelim. - Survey & Geotech.	% to Date	100.0% % of Fee	$ 56,726.15	$ 393.10	$ 56,723.51
Schematic	3.0% % to Date	80.1% % of Fee	$ 113,643.74	$ 2,771.96	$ 91,077.93
Des Dev	% to Date	% of Fee	$ -	$ -	$ -
Cst Docs	% to Date	% of Fee	$ -	$ -	$ -
Bid/Award	% to Date	% of Fee	$ -	$ -	$ -
Construction	% to Date	% of Fee	$ -	$ -	$ -
Post-Const	% to Date	% of Fee	$ -	$ -	$ -
Other	% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES			$ 262,503.90	$ 3,165.06	$ 239,935.45

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
Original PSA	$ 250.00	$ -	$ -
Amendment #1	$ 3,925.00		$ 1,733.03
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 4,175.00	$ -	$ 1,733.03

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 262,503.90**	**$ -**	**$ 4,175.00**	**$ 266,678.90**
Previous Billings:	$ 236,770.39	$ -	$ 1,733.03	$ 238,503.42
Attached Pay App:	$ 3,165.06	$ -	$ -	$ 3,165.06
Total Earned:	$ 239,935.45	$ -	$ 1,733.03	$ 241,668.48
Amount Remaining:	$ 22,568.45	$ -	$ 2,441.97	$ 25,010.42
		Total Due This Pay App:		$ 3,165.06

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%

CONSULTANT: (Signature) Agnieszka Der Date: 8/24/2022

Authorized for Payment: _____ Date: _____
Project Accountant, Public Works, Accounts Payable

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Alison Von Stein 8/29/20222

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 8/24/2022 / **Invoice No.** 7 (21631)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $0.00

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 12

	MBE/WBE PROJECT PARTICIPATION				
	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	45.79%	0.00%	21.39%	24.40%	54.21%

	DBE Project Participation
	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	0.00%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc.	MAR3044500	WBE	FW	$ 44,787.26	$ 109,530.81	$ 154,318.07	$ 770.24	$ 149,046.83	$ 4,501.00
Adisa Public Relations	ADI7066740	MBE	MB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46	$ 3,482.70	$ 13,186.16	$ 348.27	$ 12,837.89	$ -
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46	$ 33,068.88	$ 55,549.34	$ 1,653.45	$ 53,895.89	$ -
Baer Engineering & Environmental Consulting, Inc	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68	$ 5,632.23	$ 11,041.91		$ 5,409.68	$ 5,632.23
Jim Whitten	VC0000101731	MBE	MH	$ 14,874.55		$ 14,874.55			$ 14,874.55
HVJ South Central Texas	V00000939833	MBE	MA	$ 7,705.72		$ 7,705.72	$ 393.10	$ 7,309.98	$ 2.64
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Agnieszka Der

Signature of Contractor

Agnes Der | 8/24/2022 | 512-453-0767

Printed/Typed Name of Contractor | **Date** | **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Agnieszka Der

Signature of Contractor's Financial Representative

Agnes Der | 8/24/2022 | 512-453-0767

Printed/Typed Name of Contractor's Financial Representative | **Date** | **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

RECEIVED
By Felicia Clay at 10:43 am, Aug 24, 2022

MWM requests and authorizes the
City of Austin to make EFT payment
on this invoice to the following institution:
Frost Bank Acct. No: 591636820
Routing No: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

August 24, 2022
Invoice No: 21631

Project R023-002 Branch Library Renovations
email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to July 31, 2022

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary-Survey/Geotech Phase	56,726.15	99.9953	56,723.51	56,330.41	393.10
Preliminary Design Phase	92,134.01	100.00	92,134.01	92,134.01	0.00
Schematic Design Phase	113,643.74	80.1434	91,077.93	88,305.97	2,771.96
Total Fee	262,503.90		239,935.45	236,770.39	3,165.06
	Total Fee				**3,165.06**

Contract Fee Limits	**Current**	**Prior**	**To-Date**
Reimbursables	0.00	1,733.03	1,733.03
NTE Amount			4,175.00
Remaining			2,441.97
		Total this Invoice	**$3,165.06**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	3,165.06	236,770.39	239,935.45		
Reim. Expense	0.00	1,733.03	1,733.03		
Totals	**3,165.06**	**238,503.42**	**241,668.48**	**238,503.42**	**3,165.06**

ENCOTECH
ENGINEERING CONSULTANTS

PLEASE REMIT PAYMENT TO:
Encotech Engineering Consultants, Inc.
8500 Bluffstone Cove, Suite B-103
Austin, Texas 78759

ADDRESS INQUIRES TO:
Toni Perkins | 512.338.1101
toni.perkins@eec-tx.com

We shape the world you live in.

INVOICE NO. 19543

07/07/2022

MWM Design Group
305 E. Huntland Drive, Suite 200
Austin, TX 78752

Library Branch Renovations

Professional Services Rendered to: June 30, 2022

EEC PN:

DESCRIPTION:	CONTRACT NOT TO EXCEED	EARNED TO DATE	PRIOR BILLED	CONTRACT BALANCE	PERCENT COMPLETE	CURRENT AMOUNT
Additional Services - 30% Construction Documents						
Additional Services - 30% Construction Documents - Old Quarry	5,239.93	5,239.93	4,977.93	0.00	100.00	262.00
Additional Services - 30% Construction Documents - Little Walnut	8,144.99	8,144.99	7,737.74	0.00	100.00	407.25
Additional Services - 30% Construction Documents - Menchaca	6,846.08	6,846.08	6,503.78	0.00	100.00	342.30
Additional Services - 30% Construction Documents - Willie Mae	7,597.95	7,597.95	7,218.05	0.00	100.00	379.90
Additional Services - 30% Construction Documents - St. John	5,239.93	5,239.93	4,977.93	0.00	100.00	262.00
Subtotal:	33,068.88	33,068.88	31,415.43	0.00	100.00	1,653.45
TOTAL:	33,068.88	33,068.88	31,415.43	0.00	100.00	1,653.45

INVOICE TOTAL: 1,653.45

AGING SUMMARY:

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19443	06/02/2022	1,653.43		1,653.43			
19543	07/07/2022	1,653.45	1,653.45				
	TOTAL:	**3,306.88**	**1,653.45**	**1,653.43**	**0.00**	**0.00**	**0.00**

Our team truly appreciates your business. If there is anything we can do to serve you better please let us know.

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

INVOICE

7/18/2022

No. 21846

Project No: 21004.21

MWM Design Group

305 East Huntland Drive
Suite 200
Austin, TX 78752

Branch Library Renovations

MWM #R023-002-1

For professional services rendered for the period ending 7/16/2022

Description	Contract Amount	% Work To Date	Amount Billed	Previously Billed	This Invoice Billing
Structural - 30% Design	$3,482.70	100.00	$3,482.70	$3,134.43	$348.27
Total Professional Services	**$3,482.70**		**$3,482.70**	**$3,134.43**	**$348.27**

Total Current Invoice **$348.27**

Little Walnut Creek Library Improvements

MONTHLY PROJECT PROGRESS REPORT

CONSULTANT: HVJ South Central Texas, M&J Inc.
PROJECT: Little Walnut Creek Library Improvements
MWM Design Group

CONTRACT: CLMP286 MWM#R023-002-01

DATE: 8/15/2022
PROJECT MANAGER: Leo Ruiz
NOTICE TO PROCEED: 05/01/2022

ITEMS ACCOMPLISHED THIS PERIOD- April

Geotechnical Borings and Investigations

- Completed Final Report

ITEMS ANTICIPATED DURING NEXT MONTH-August

- None

PROBLEM AREAS / CRITICAL ITEMS

- None

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512-447-9081
www.hvj.com

August 15, 2022
Invoice No: 22309

REMIT TO: HVJ South Central Texas M&J Inc.
PO Box 671674
Dallas, TX 75267-1674
Billing Inquiries: 512-447-9081
M&J, Inc.

Megan Weinzierl
MWM Design Group
305 East Huntland Drive, Suite 200
Austin, TX 78752

Project Manager Leonel Ruiz

Project AG2110305 COA Little Walnut Creek CLMP286

Professional Services from July 31, 2022 to August 15, 2022

Phase 3 Geotechnical Labor

Professional Personnel

		Hours	Rate	Amount	
Geotechnical Engineering Manager					
Schwarz, Jason	8/2/2022	2.25	174.71	393.10	
Totals		2.25		393.10	
Total Labor					**393.10**
			Phase Total		**$393.10**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	393.10	7,309.98	7,703.08	
Budget			7,705.72	
Remaining Budget			2.64	
		TOTAL THIS INVOICE		**$393.10**

	Current	**Prior**	**Total**
Billed to Date	**393.10**	**7,309.98**	**7,703.08**

RECEIVED
By Christina Rodriguez at 1:34 pm, Feb 03, 2023

CITY OF AUSTIN
CONSULTANT COVER SHEET FOR PAYMENT

PROJECT:	Branch Library Interior Renovations	DATE:	2/3/23
CONSULTANT:	MWM Designgroup Inc	VND CODE:	MAR3044500
CONSULTANT ADDRESS:		STMT #:	8
CT/DO:	6100 20121403231		
PW/MA:	MA 6100 SA2000000009	VENDOR INV #	22189
COA PROJECT MANAGER:	Alison Von Stein	FINAL PAYMENT (Check one): Yes:	No: x
COA ROTATION LIST MANAGER:	N/A	NTP #:	N/A
CIP ID #:	11983.001, 12702.001, 11981.001, 12704.001, 12703.001		

BASIC SERVICES

				NTE	This Reqst	Total to Date
Preliminary	0.0%	% to Date	100.0% % of Fee	$ 92,134.01	$ -	$ 92,134.01
Design		% to Date	% of Fee	$ -	$ -	$ -
Prelim. - Survey & Geotech.		% to Date	100.0% % of Fee	$ 56,726.15		$ 56,723.51
Schematic	7.8%	% to Date	86.9% % of Fee	$ 113,643.74	$ 7,691.26	$ 98,769.19
Des Dev		% to Date	% of Fee	$ -	$ -	$ -
Cst Docs		% to Date	% of Fee	$ -	$ -	$ -
Bid/Award		% to Date	% of Fee	$ -	$ -	$ -
Construction		% to Date	% of Fee	$ -	$ -	$ -
Post-Const		% to Date	% of Fee	$ -	$ -	$ -
Other		% to Date	% of Fee	$ -	$ -	$ -
TOTAL BASIC SERVICES				$ 262,503.90	$ 7,691.26	$ 247,626.71

APPROVED ADDITIONAL SERVICES

	NTE	This Reqst	Total to Date
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL ADDITIONAL SERVICES	$ -	$ -	$ -

REIMBURSABLE EXPENSES

	NTE	This Reqst	Total to Date
Original PSA	$ 250.00	$ -	$ -
Amendment #1	$ 3,925.00		$ 1,733.03
	$ -	$ -	$ -
TOTAL REIMBURSABLE EXPENSES	$ 4,175.00	$ -	$ 1,733.03

FINANCIAL SUMMARY OF PROFESSIONAL SERVICES TO DATE

	Basic Svcs	Add Svcs	Reimburs	Total
Not to Exceed:	**$ 262,503.90**	**$ -**	**$ 4,175.00**	**$ 266,678.90**
Previous Billings:	$ 239,935.45	$ -	$ 1,733.03	$ 241,668.48
Attached Pay App:	$ 7,691.26	$ -	$ -	$ 7,691.26
Total Earned:	$ 247,626.71	$ -	$ 1,733.03	$ 249,359.74
Amount Remaining:	$ 14,877.19	$ -	$ 2,441.97	$ 17,319.16
			Total Due This Pay App:	$ 7,691.26

EFT Processing

PAYMENT DISTRIBUTION (for City of Austin use only)

FDU #	Amount	%
8122 8507 2304		
8122 8507 2203		
8122 8507 2201		
8122 8507 2202		
8122 8507 2204		

CONSULTANT: (Signature) Agnieszka Der Date: 2/3/2023

REVIEWED
By MILLICENT WILKINS at 6:14 pm, Feb 04, 2023

Authorized for Payment: Date:
Project Accountant, Public Works, Accounts Payable

Mail Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing (OTC Suite #1000)
P.O. Box 1088
Austin, Texas 78767

OR

Alison Von Stein 2/14/2023

Hand Deliver Completed Pay Application to:
City of Austin
Public Works Department
Shared Services/ Project Accounting
Attn: Invoice Processing
505 Barton Springs Road, Suite #1000
Austin, Texas 78704

Construction/Professional Services - Subcontract (Subk) Supplier Awards Expenditure Report

Month / Year 2/3/2023 / 2023 **Invoice No.** 8 (22189)

Project Description: Branch Library Interior Renovations
Contractor: MWM DesignGroup Inc
Contractor Vendor ID: MAR3044500
City Project Manager: Alison Von Stein

Contract Start Date: 11/16/2020
Contract Amount: $92,384.00
Total Expended: $0.00

Contract Type: Professional services
Solicitation No.: CLMP286
Contract No: DO 6100 20121403231
C.I.P. ID # (eCapris Sub-project #): 11983.001, 12702.001, 11981.001, 12704.001, 127

MBE/WBE PROJECT PARTICIPATION	MBE	AA	Hisp	Native/Asian	WBE
Solicitation Goals	0.00%	1.90%	9.00%	4.90%	15.80%
Approved Compliance Participation	0.00%	1.90%	9.00%	4.90%	84.00%
Current Participation (Based on Expenditures)	45.79%	0.00%	21.39%	24.40%	54.21%

DBE Project Participation	DBE
Solicitation Goals	0.00%
Approved Compliance Participation	0.00%
Current Participation (Based on Expenditures)	0.00%

Subcontractor/Suppliers Name	Vendor Code	Cert Code *	Gender Ethnicity **	Initial Contract Amount	Contract Changes (+/-)	Current Contract Amount	Amount This Invoice	Total Amount Paid to Date	Remaining Balance
MWM DesignGroup, Inc.	MAR3044500	WBE	FW	$ 44,787.26	$ 109,530.81	$ 154,318.07	$ 2,059.03	$ 149,817.07	$ 2,441.97
Adisa Public Relations	ADI7066740	MBE	MB			$ -			$ -
Jose Guerra, Inc.	GUE2157000	MBE	MH	$ 9,703.46	$ 3,482.70	$ 13,186.16		$ 13,186.16	$ -
Altura Solutions, LP	ALT8322417	MBE	MH	$ 10,003.15		$ 10,003.15		$ 10,003.15	$ -
Encotech Engineering Consultants, Inc.	ENC1735650	MBE	MA	$ 22,480.46	$ 33,068.88	$ 55,549.34		$ 55,549.34	$ -
Baer Engineering & Environmental Consulting, Inc.	BAE7086810	WBE	FW			$ -			$ -
Project Cost Resources	PRO7148615	WBE	FW	$ 5,409.68	$ 5,632.23	$ 11,041.91	$ 5,632.23	$ 5,409.68	$ -
Jim Whitten	VC0000101731	MBE	MH	$ 14,874.55		$ 14,874.55			$ 14,874.55
HVJ South Central Texas	V00000939833	MBE	MA	$ 7,705.72		$ 7,705.72		$ 7,703.08	$ 2.64
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -
						$ -			$ -

Certification Statements:

*** Current Contract Amount = Prior Contract Amount (+/-) Contract Changes

I certify the information on this report is complete and accurate with respect to all subcontractors performing work on this contract.

Signature of Contractor
Agnes Der 2/3/2023 512-453-0767
Printed/Typed Name of Contractor **Date** **Phone No.**

I certify the information on this report is correct to the best of my knowledge.

Signature of Contractor's Financial Representative
Agnes Der 2/3/2023 512-453-0767
Printed/Typed Name of Contractor's Financial Representative **Date** **Phone No.**

* Certification Code	
MBE =Certified Minority Owned Business	AA=African American
WBE =Certified Woman Owned Business	A/NA=Asian/Native American
DBE =Certified Other Owned Business	HIS= Hispanic
NO = Non-Certified Business	

** Gender Ethenticity	
FA=Female Asian	MN=Male Nat American
FB=Female Black	NO=Non Certified
FH=Female Hisp	MA=Male Asian
FN=Female Native American	MB=Male Black
FW=Female Anglo	MH =Male Hispanic

MONTHLY PAY APPLICATION WILL NOT BE PROCESSED WITHOUT THE COMPLETION OF THIS FORM

Revised 05/07

RECEIVED
By Christina Rodriguez at 1:34 pm, Feb 03, 2023

REVIEWED
By MILLICENT WILKINS at 6:16 pm, Feb 04, 2023

MWM requests and authorizes the City of Austin to make EFT payment on this invoice to the following institution:
Frost Bank Acct. No: 591636820
Routing No: 114000093

MWM DesignGroup, Inc.
Invoice
305 East Huntland Drive, St 200
Austin, Texas 78752
Contact: Agnes Der 512.992.2937
agnesd@mwmdesigngroup.com

Alison Von Stein
City of Austin
505 BARTON SPRINGS ROAD
SUITE 900
AUSTIN, TX 78707

February 3, 2023
Invoice No: 22189

Project R023-002 Branch Library Renovations

DO 20121403231

email to: PWDProjectAccounting@austintexas.gov
MA: SA200000009 CLMP286

Professional Services to December 31, 2022

Phase	Contract Amount	Percent Complete	Total Amt Invoiced	Prev Amt Invoiced	Current Amt Due
Preliminary-Survey/Geotech Phase	56,726.15	99.9953	56,723.51	56,723.51	0.00
Preliminary Design Phase	92,134.01	100.00	92,134.01	92,134.01	0.00
Schematic Design Phase	113,643.74	86.9112	98,769.19	91,077.93	7,691.26
Total Fee	262,503.90		247,626.71	239,935.45	7,691.26
	Total Fee				**7,691.26**

Contract Fee Limits	Current	Prior	To-Date
Reimbursables	0.00	1,733.03	1,733.03
NTE Amount			4,175.00
Remaining			2,441.97

Total this Invoice **$7,691.26**

Invoiced to Date

	Current	Prior	Total	Received	A/R Balance
Lump Sum Fee	7,691.26	239,935.45	247,626.71		
Reim. Expense	0.00	1,733.03	1,733.03		
Totals	**7,691.26**	**241,668.48**	**249,359.74**	**241,668.48**	**7,691.26**

Project Cost Resources, Incorporated
24285 Katy Freeway, Si New Address
Katy, Texas 77494
281-497-4171

Invoice No: **1-1394-02**
Date: **8-Dec-22**

Attention: **Ms. Mary Franzosa, AIA**
Firm: **MWMDesign Group**

Project: **Branch Libraries**

Estimate Phases	Total Fee	Percent Complete	Previously Billed	Paid to Date	Remaining Due	Current Billing	Total Due
Schematic	$ 5,632.23	100%	$ -	$ -	$ -	$ 5,632.23	$ 5,632.23
Total	$ 5,632.23		$ -	$ -	$ -	$ 5,632.23	$ 5,632.23

Total Fee Billing	$ 5,632.23
Previously Billed	$ -
Total This Invoice	**$ 5,632.23**

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

PROFESSIONAL SERVICES AGREEMENT BETWEEN
AUSTIN, TEXAS
AND
MWM DESIGNGROUP, INC.
For
BRANCH LIBRARY INTERIOR RENOVATIONS

This Agreement is made by and between Austin, Texas (Owner) and MWM DesignGroup, Inc. (Consultant) with its principal place of business at 305 East Huntland Drive, Suite 200, Austin, Texas 78752.

The Owner is represented herein for all purposes of this Agreement by the Capital Contracting Officer, or such other representative as may be authorized by the City Manager of the City of Austin.

The Agreement includes, without limitation, (1) General Terms and Conditions of the Agreement, (2) Supplemental Terms and Conditions of the Agreement, (3) the Consultant's proposal(s), and (4) any amendment thereto.

The Owner and the Consultant agree to the terms and conditions of the Agreement specified in the General Terms and Conditions of the Agreement and the Supplemental Terms and Conditions of the Agreement, attached hereto.

The undersigned, by their signature, certifies that they are authorized to bind the Consultant and to fully comply with the contract. The Consultant, by signing below, acknowledges that they have read the entire contract and agree to be bound by the terms contained herein.

This Agreement is executed to be effective upon the date of the last party to sign.

City of Austin, Owner

By: DocuSigned by: Kitty Tunnell 080A29CF49454C8...

Printed Name: Kitty Tunnell

Title: Procurement Specialist IV

Date: 11/16/2020

MWM DesignGroup, Inc., Consultant

By: DocuSigned by: 867495088021407...

Printed Name: Julia Harrod

Title: President

Date: 11/16/2020

Attest:

By: DocuSigned by: Eduardo O. Mendez A20C68908EA04CA...
Secretary, if a Corporation

Exhibits and Attachments
General Terms and Conditions of the Agreement
Supplemental Terms and Conditions of the Agreement

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

Exhibit A - Description of Project
Exhibit B - Non-Discrimination and Non-Retaliation Certification; Appendix A and Appendix E – Title VI Assurances
Exhibit C - MBE/WBE Compliance Plan (Approved)
Attachment 1 – Key Personnel
Attachment 2 – Request for Changes of Key Personnel
Attachment 3 – Fee Proposal
Attachment 4 – Quality Control Plan (QCP)
Attachment 5 – Resource Allocation Plan (RAP)
Attachment 6 – Maximum Not to Exceed Contract Amounts by Phase
Attachment 7 – Design Package Completeness Checklist

END

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

Insert the following 1.B.20. et seq:

20. The Consultant shall assist the Owner with the selection of colors for finishes, furniture, equipment, etc. included in the Work. The Consultant shall prepare and submit a color board for the Owner's review and approval that clearly illustrates the Consultant's recommended color scheme.

21. If directed by Owner, Consultant shall update Owner provided record documents.

22. If the Owner provided record documents to be updated that have been sealed by another Engineer, the Consultant shall notify the Engineer of record of the agreement to update said documents. All updates and revisions to existing sealed documents shall be made as directed by Owner and in accordance with the Texas Board of Professional Engineers rules.

23. The Consultant agrees that record documents provided by the Owner are to be used only for the intended purpose and to meet this contract's obligations. Use of these record documents for any other purpose not explicitly authorized by the Owner is strictly prohibited.

24. The Consultant shall incorporate sustainable principles and elements in accordance with the Leadership in Energy and Environmental Design (LEED™) Green Building Rating System as outlined in Council Resolution 20071129-045.

25. The Consultant shall review with the Project Manager the LEED™ requirements for determining the achievement of an appropriate certification by LEED™ Green Building Rating System Silver or incorporation of the Baseline Sustainability Standards. The Consultant is responsible for preparing all documentation required for LEED™ certification. The Owner will pay all application and certification fees.

26. The Consultant shall use an integrated design approach, where the evaluation of any Project element, material or system is not viewed solely on the basis of its own isolated merit but is designed and then appraised as an integrated part of the entire Project. This approach will require team members from all disciplines, during each stage of the design process, to investigate alternatives, question assumptions and research approaches to optimize building performance.

27. The Consultant shall provide a monthly written status report of implementation of the Council Resolution.

28. The Consultant shall monitor the Project during construction to verify and ensure that intended and specified elements as specified on the LEED™ Check List or the Baseline Sustainability Standards are being incorporated into the Project. The Consultant shall coordinate all relevant items with the Building Commissioning Agent.

29. Non-Infringement: The Consultant represents and warrants to the Owner that: (1) the Consultant shall provide the Owner good and indefeasible title to the Deliverables and (2) the Deliverables supplied by the Consultant in accordance with the specifications in the Contract will not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

respect to the ownership or operation of the Deliverables and the Consultant does not know of any valid basis for such claims. The Consultant shall, at its sole expense, defend, indemnify, and hold the Owner harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) to the extent that such liability, damage, or cost is caused by, arises out of, or results from: (1) any claim that the Owner exercises anywhere in the world of the rights associated with the Owner's ownership, and if applicable, license rights, and its use of Deliverables infringes the intellectual property rights of any third party; or (2) the Consultant's breach of any of Consultant's representations or warranties stated in this paragraph, except that Consultant shall not be responsible for defending any party, including a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by the Owner, the Owner's agent, the Owner's employee, or other entity, excluding the Consultant's agent, employee, or subconsultant, over which the Owner exercises control. In the event of any such claim, the Owner shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the Owners behalf. Further, Consultant agrees that the Owner's specifications regarding the Deliverables shall in no way diminish Consultant's warranties or obligations under this paragraph and the Owner makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Consultant. For the defense of any claim based wholly or partly on the negligence of, fault of, or breach of contract by the Owner, the Owner's agent, the Owner's employee, or other entity over which the Owner exercises control, the Consultant shall reimburse the Owner for the Owner's reasonable attorney's fees in proportion to the Consultant's liability.

30. Security: The Consultant shall adhere to Owner security and badging requirements, including the clearance of criminal background checks, for Project Manager, Project Professional, and all Project staffing and subconsultants working on the Project. The Consultant shall designate two (2) Signatory Authorities to maintain badging requirements throughout the duration of contract.

Insert the following Paragraphs 1.E.1 et seq:

1. Phase A: Preliminary Phase Services

If authorized by Owner, the Consultant shall perform the Phase A: Preliminary Phase Services as described below and in Attachment 5 – Resource Allocation Plan (RAP) and Attachment 6 - Maximum NTE Contract Amounts by Phase:

a. As part of the Preliminary Phase, the Consultant shall establish and provide to Owner an architectural design program narrative describing major functional elements, space requirements and relationships between the elements, requirements within each space (environmental, acoustical, lighting, electrical, communications, cabinetry, security, etc.), site development requirements, code requirements, aesthetic requirements and other special considerations. The program document must incorporate Owner's Project Requirements. Basic Services of the Consultant will include programming efforts such as reviewing existing building and site conditions, making measured drawings of existing construction, interviewing personnel, reviewing inventories of furniture, equipment and materials, attending meetings and taking other actions as necessary to establish the scope of the Project as dictated by the Owner's needs and the Fixed Construction Budget as described in Section III.

b. The Consultant shall provide a preliminary evaluation of the Owner's operating program and the Project preliminary Class 5 estimate (as described in - American Association of Cost Engineers (AACE) International Recommended Practice No. 18R-97) each in terms of the other, and shall review with the Owner alternative approaches to design and construction of the Project.

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c. Attend and, if requested by Owner, conduct preliminary conferences and public meetings with Owner and other interested or involved entities regarding the alternatives for the Project. Report progress of this phase to the Owner relative to approved Project Resource Allocation Plan (RAP) at weekly intervals as prescribed by the Owner.

d. Obtain and review existing plans, maps, records, traffic (vehicular and pedestrian), water and wastewater studies, planning studies, zoning, land use, other utility, population, and other available information relevant to the development of the Project. Consultant shall perform a Preliminary Cultural Resources Assessment for the Project. This assessment will provide for records reviews and site reconnaissance visits, consistent with City Code, State Statute, and guidance issued by the Council of Texas Archeologists. With approval from the Owner, perform or contract with other licensed professionals to perform geotechnical investigations and engineering, or any tests, investigations or studies that are required for the proper execution of Phase A of the Project.

e. Prepare, conduct and document studies, analyses and reports of the Project alternatives in sufficient detail to clearly indicate the problems involved and reasonable solutions available to the Owner. Such studies, analyses and reports may include, but are not limited to: preliminary layouts, maps, exhibits, sketches, construction materials and methods evaluations, schedules, utility coordination plans, design criteria, environmental reviews, compatibility with existing and proposed systems and/or processes, and other investigations pertinent to the evaluation of the Project alternatives.

f. Collect all pertinent information concerning proposed public or private projects and/or proposed improvements in the Project area. Coordinate with Owner and other entities as necessary to comply with the Project RAP and minimize Project impacts and to communicate Project details to minimize impact to other projects in the area.

g. Prepare preliminary Project construction schedule and Class 4 estimate (as described in (as described in the AACE International Recommended Practice No. 18R-97) of the probable Project construction, life cycle and maintenance costs for all alternative solutions. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the preliminary report without consideration of inflationary increases in costs and will be indexed to the *Engineering News Record* (ENR) Construction Cost Index prevailing at the time of the preparation of the preliminary report. The Consultant shall apply reasonable consideration and knowledge to the preliminary cost estimate development.

h. Conduct preliminary field surveys and determine site constraints and permitting requirements.

i. Prepare an environmental report for the recommended Project alternative(s) that addresses appropriate environmental issues, which may include, but are not limited to, impacts to air, noise, and water quality, historical features, vegetation, environmental and geological features, and endangered species.

j. Prepare a geotechnical report and other technical reports for the recommended Project alternatives that may include but are not limited to: subsurface utility engineering (SUE) findings, delineation of geologically sensitive areas, hydrologic issues, soils formation, and information necessary to identify contractor's probable or recommended means of construction.

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k. Prepare, present and publish details and a summary of findings for the recommended Project in a Preliminary Engineering and Investigations Report. This report will be drafted upon conclusion of the Consultant's reviews, investigations, and preliminary evaluations and shall include, but not be limited to, cost estimates (as outlined in Subsection I.E.1(e), alternate routes, identification of permanent and temporary easements, identification of need for additional right-of-way, evaluations of and recommendations for construction methods and materials, including recommendations on the number of Project construction contracts to be bid, and design and construction phase schedules. Provide **one (1)** electronic pdf copy of the final report addressing the Owner's review and comments.

l. For all Phase A services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

m. For all Phase A services, the Consultant shall provide all required Quality Control Plan (QCP) documentation.

2. Phase B: Design Phase Services

The accepted recommendations from the Preliminary Architectural Report will define the Scope of work for the Design of the Project. If authorized by Owner, the Consultant shall perform the Phase B services as described below and in Attachment 5 – Resource Allocation Plan (RAP) and Attachment 6 - Maximum NTE Contract Amounts by Phase.

a. Schematic Design Phase

(i) Based on mutually agreed upon architectural design program and Project Class 4 estimate requirements, the Consultant shall prepare, for approval by the Owner, Schematic Design Documents consisting of (1) site plan, (2) architectural floor plans, (3) building sections, (4) exterior elevations, (5) mechanical/electrical, systems, (6) subconsultant schematic drawings, (7) description of Project components, (8) Sustainability Checklist, (9) an Opinion of Probable Construction Cost Class 3 estimate (as described in the AACE International Recommended Practice No. 18R-97) based on current area, volume or other unit costs, life cycle and maintenance cost and (10) preliminary utility use analysis and energy modeling analysis. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the Schematic Design without consideration of inflationary increases in costs and will be indexed to the Engineering News Record (ENR) Construction Cost Index prevailing at the time of the preparation of the estimate for this phase of the Project.

(ii) The Consultant shall comply with the Owner's CADD Standards Link to CADD Standards (http://austintexas.gov/department/engineering-services-division.

(iii) The Consultant shall prepare and submit an electronic editable (pdf) copy of preliminary plans and specifications for the Owner's review and comment.

(iv) The Consultant shall prepare a preliminary checklist of items relating to LEED™ or sustainability goals for the Project.

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b. Design Development Phase

(i) Based on the accepted Schematic Design Documents and any adjustments authorized by the Owner in the program or Fixed Construction Budget as described in Section 3, the Consultant shall prepare for Owner's review and comment, Design Development Documents consisting of further development of the Schematic Design Documents and additional documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to the architectural, structural, mechanical and electrical systems, and other appropriate elements. The Consultant must comply with the Owner's CADD Standards (http://austintexas.gov/department/engineering-services-division).

(ii) The Consultant shall provide an updated LEED or Sustainability Checklist and submit building energy modeling calculations (lighting, HVAC, building envelope, etc.), and other documentation to the Owner for review and comment, to determine whether the targeted sustainability goals and building permit requirements of the City of Austin will be met.

(iii) The Consultant shall prepare a comprehensive Project Manual that includes, Cover Page, City Standard Front-end Documents (Division 0 & Division 1), and City Standard Technical Specifications. Consultant shall use the City Standard Technical Specification supplemented by Special Provisions to the City Standard Technical Specifications as needed and Special Specifications where the City does not have a Standard Technical Specification. Any revisions or special provisions to these standard specifications must be submitted to the Owner for written approval. The Consultant may use MasterSpec or CSI for vertical construction elements of the Project as special specifications, unless noted otherwise by the Owner. The Consultant shall submit the special specifications to the Owner for review and comment.

(iv) The Consultant shall submit to the Owner an updated written Opinion of Probable Construction Cost, Class 2 estimate (as described the AACE International Recommended Practice No. 18R-97). If this estimate exceeds the Fixed Construction Budget as described in Section III, the Consultant shall consult with the Owner as to what action is to be taken if the Owner requires revisions to the Project scope to reduce the Project cost as required to stay within the Fixed Construction Budget. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner.

(v) As required by the project the Consultant's engineer subconsultant shall prepare a Draft Storm Water Pollution Prevention Plan (SWPPP) using the standard City template and submit to the Owner for review and comment. All engineering computations shall be certified by a Licensed Professional Engineer with competence in this area as required by Title 22, Chapter 137 of the Texas Administrative Code. All SWPPPs shall be signed by a Licensed Professional Engineer (TX) or a Certified Professional in Erosion and Sedimentation Control [(CPESC)(http://cpesc.org/)]. If the SWPPP itself contains engineering calculations, then a Licensed Professional Engineer must seal and sign the SWPPP. All drainage calculations shall be done in accordance with the guidelines in the Drainage Criteria Manual. The final SWPPP will address all Owner's comments provided on the Draft SWPPP.

(vi) Consultant shall provide one (1) printed half-size set and one (1) electronic pdf format copy, and if requested by Owner three renderings and three-dimensional illustrations of the proposed Design Development Phase (review sets) at the Consultant's expense, for the Owner's review and comment.

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c. Construction Documents Phase

(i) Based on the accepted design development documents and any further adjustments in the scope or quality of the Project or in the Fixed Construction Budget authorized by the Owner, the Consultant shall prepare construction documents in compliance with the Owner's requirements. The Consultant shall prepare a Project Manual that includes all required "Front End" Division 0 and Division 1 sections and standard and special specifications required for the scope of work. The Consultant shall also prepare drawings including plan views, sections and details clearly defining and describing the full scope of work of the improvement, limits of work, sequencing requirements, access routes, environmental-protection requirements, and contractor staging and storage areas. The Consultant shall comply with the Owner's CADD Standards. The Owner's relevant Standard Details shall be included in the drawings if sufficient for the Project. The Consultant shall prepare any Special Details required for the Project and submit them to the Owner for review and comment. Details describing the scope of the Project shall be sufficient such that no additional details are required from the Consultant after the bidding phase is complete.

(ii) Construction Document Drawings will be prepared with computer aided design and drawing technology utilizing one of the following standard formats: Arc/Info (export), DXF (.DXF), or IGDS (.DGN). The guidelines established in the United States National CAD Standard® published by the National Institute of Building Sciences, will be used for sheet layering. Drawing sheet size will be 24" X 36" and minimum lettering size will be 3/32" unless otherwise approved by Owner.

(iii) The Consultant shall design barrier-free buildings and facilities in accordance with the Americans with Disabilities Act, Texas Accessibility Standards, and all applicable laws and regulations. The Consultant shall record in writing the major proceedings of each planning conference with the Architectural Barriers Office, Texas Department of Licensing and Registration and submit reports, including written Variances of Requirements, to the Owner for filing. The Owner will be responsible for payment of required permit fees and the costs of variances.

(iv) The Consultant shall provide an updated LEED or Sustainability Checklist and submit building energy modeling calculations (lighting, HVAC, building envelope, etc.), and other documentation to the Owner for review and comment, to determine whether the targeted sustainability goals and building permit requirements of the City of Austin will be met.

(v) Consultant shall provide one (1) printed set and one (1) electronic editable pdf format copy, and if requested by Owner five (5) renderings and three dimensional illustrations of the proposed Construction Documents (review sets) at the Consultant's expense, for Owner's review and comment at the 90% and 100% CD phase, prior to reproducing copies for bidding purposes.

(vi) The Consultant shall provide to the Owner a written Opinion of Probable Construction Cost, Class 1 estimate (as described in the AACE International Recommended Practice No. 18R-97) based upon prevailing market conditions within one week from date of submittal of bid documents. Submit one (1) electronically editable copy of the final 100% Construction Documents for bid to the Owner. If the estimated construction cost exceeds the Fixed Construction Budget as established in Section III, the Consultant shall consult with the Owner as to what action is to be taken.

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(vii) The Consultant shall provide Owner with written recommendations, including Consultant's recommended changes in scope or quality to reduce the construction cost, and a description of any recommended bid alternates. If the Owner requires revisions to the Project scope and/or bid alternates to reduce the Project construction cost as required to stay within the Fixed Construction Budget, the Consultant shall, at no additional cost to the Owner, make such revision to the Project construction documents.

(viii) Following the return of marked up Construction Documents (or separate comment list) from the Owner, the Consultant shall make final modifications and corrections to Construction Documents as called to the Consultant's attention by the Owner; the Consultant shall resubmit corrected Construction Documents to the Owner in the same format and number prescribed in 1.E.2.c.(vi), for review and comment. If implementation of the Owner's review comments will have an adverse effect (schedule, budget, safety or other) on the Project, the Consultant shall immediately notify the Owner in writing with an explanation of such adverse effect; the Owner shall respond to the Consultant's comments in writing.

(ix) Final Bid Documents, which incorporate the Owner's comments described in 1.E.2.c.(vii), will be furnished to the Owner within seven (7) calendar days prior to advertising the Project for bids. Submit to the Owner one (1) electronic PDF format copy.

(x) Acceptance of the Construction Documents by the Owner will not constitute nor be deemed a release of the responsibilities and liability of the Consultant for the accuracy and competency of its designs, Drawings, Specifications or other documents and services performed under this Agreement. No approvals or acceptance by or on behalf of the Owner will be deemed an assumption of such responsibility by the Owner for any defect, error or omission in said designs, Drawings, Specifications or other documents prepared by the Consultant. The Consultant agrees at its own expense to rework documents as necessary to correct its designs, Drawings, Specifications or documents found to be in error.

(xi) Unless otherwise stipulated, the Consultant shall, upon completion of Construction Documents, provide drawings for the Owner's use in publicizing the Project. Drawings will be 8-1/2" X 11" electronic pdf format, and, if requested by Owner, one (1) electronic pdf renderings and three dimensional illustrations of the following: (1) location map; (2) floor plan(s) naming major spaces and noting the total square footage; (3) major building elevation; and (4) site plan.

d. The Consultant shall, following the Owner's approval of the Construction Documents and the Class 1 estimate, assist the Owner in determining what additional information on Contractor qualifications may be required to be submitted by the bidders with their bids. The Consultant agrees that the Owner may post the Consultant's Bidding Documents on-line for bidding purposes.

e. For all Phase B services, the Consultant must design for compliance with the applicable laws, rules, and regulations of City, State and federal governments. The Consultant must request variances or waivers of any such requirements as appropriate.

f. For all Phase B services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

g. For all Phase B services, the Consultant shall provide all required QCP documentation.

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h. For all Phase B services, the Consultant shall provide two (2) ½ size set of drawings and One (1) electronic copy of the 30%, 60%, 90% and 100% design packages in accordance with Attachment 7 – Design Package Completeness Checklist for review and comment.

i. The Consultant shall respond with appropriate and agreed actions to comments from the Owner's quality assurance and risk management review staff.

3. Phase C: Bid-Award-Execution Phase Services

If authorized by Owner, the Consultant shall perform the Phase C services as described below and in Attachment 5 (RAP) and Attachment 6 (Maximum NTE Contract Amounts by Phase):

a. Only if requested by Owner, the Consultant shall assist the Owner in the advertisement of the Project for construction bids. Consultant services may include distributing bid documents, maintaining a record of bid document issuance and receipt, and receiving bid document deposits. Bid deposit checks shall be made payable to the Owner and those deposits not returned to bidders shall be given to the Owner.

b. The Consultant shall participate in or conduct a pre-bid conference, prepare addenda, and attend bid opening.

c. Following the Owner's receipt of bids and bidders' post-bid information, the Consultant shall assist the Owner in analyzing Contractor bids and qualifications. The Consultant shall furnish to the Owner a recommendation regarding the responsibility of the bidder(s) within seven (7) calendar days following bid opening. Should the apparent lowest responsible bidder's construction cost of the Project (or component thereof) be greater than the Fixed Construction Budget (or appropriate portion thereof) and the Owner elects not to award the Project (or component thereof) construction contract, the Consultant will consult with the Owner to determine revisions to the Project to reduce the Project cost as required to stay within approved or authorized cost limitations. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner, unless the Owner finds, after consultations with the Consultant, that unforeseeable changes in market conditions materially affected the bids.

d. The Consultant shall prepare a conformed (construction) set of contract documents that incorporates all addenda, alternates and clarifications to both the Project Manual and the Plans. The Consultant shall submit a pdf of the conformed Project Manual and Plans to the Owner prior to City Council award of the construction contract.

e. For all Phase C services, the Consultant shall follow the accepted schedule and meet all milestone requirements specified in the Project RAP.

f. For Projects requiring LEED certification, Consultant shall submit "Design Phase Submittal" to LEED online within 30 days after construction notice-to-proceed.

4. Phase D: Construction Phase Services

If authorized by Owner, the Consultant shall perform the Phase D services as described below and in Attachment 5 (RAP) and Attachment 6 (Maximum NTE Contract Amounts by Phase):

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a. The Consultant will be the Owner's Representative during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor will be forwarded through the Consultant. The Consultant will have authority to act on behalf of the Owner only to the extent provided in this section 4, Phase D: Construction Phase Services.

b. The Construction Phase will commence with the construction contract execution and will terminate on the date of final completion of the construction Project, based on the completion milestone established for the construction Contract Time. The expiration date includes any time extensions granted to the Contractor by the Owner, but in no case will time extensions exceed the approved Project Resource Allocation Plan (RAP)**.**

c. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Consultant shall administer the construction contract as set forth below and, in the Owner's, General Conditions of Agreement.

d. The Consultant shall participate in and document the proceedings of the preconstruction conference.

e. The Consultant shall attend regular construction meetings scheduled to occur, but no less than biweekly, plus special meetings as they are deemed necessary and provide written reports to Owner after each construction meeting to keep the Owner informed of the progress of work

(i) Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

(ii) Keep records of construction progress and schedules and advice contractor and Owner of any substantial deviations from the schedule which could delay timely completion of the Project.

f. The Consultant shall visit the site to observe the progress and quality of the Work and to determine in general, if the Work is being performed in manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) know deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Consultant's visits to the site shall be at intervals appropriate to the stage of construction, but in no case less than biweekly (every other week). The Consultant shall record observations made on each site visit and shall submit a written report to the Owner within five (5) calendar days of the end of the work week of the observations or the report will be considered late. As stated in subsection V.B.3, the Owner may withhold payment until the reports are received.

(i) In addition, the Consultant's subconsultants shall visit the site at appropriate stages, but no less frequently than once per month, during the Work related to subconsultant' s area of specialty, shall record observations made on each job site visit and shall submit reports to the Consultant to be incorporated in the Consultant's reports to the Owner. The Consultant's subconsultants shall also attend those progress meetings when the Contractor's Application for Payment includes requests for areas of Work related to their discipline.

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g. The Consultant shall review and certify the amounts due to the Contractor's Application for Payment, based on Consultant's observations on site, evaluate the request, and recommend to Owner the amount to be paid to the Contractor.

h. The Consultant's approval signature on the Application for Payment constitutes a representation by the Consultant to the Owner that the work is proceeding in general accordance with the Contract Documents, and that the Contractor has progressed to the construction schedule point indicated and is entitled to payment in the amount certified. The Consultant is not responsible for work that is the Contractor's responsibility as defined in the Contractor's contract with the Owner.

i. The Consultant's approval signature on the Application for Payment constitutes a representation by the Consultant to the Owner, to the best of Consultant's knowledge, information and belief, that the work is proceeding in general accordance with the Contract Documents, and that the Contractor has progressed to the construction schedule point indicated and is entitled to payment in the amount certified.

j. The Consultant shall provide a draft response to the Owner for review and comment within seven (7) calendar days (unless the Owner grants a time extension), to all requests for information, claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents. After acceptance by Owner, Consultant shall provide to the Construction Contractor the interpretations and decisions in written form, accompanied by signed and sealed drawings as appropriate.

k. If any work does not conform to the Contract Documents, the Consultant shall, within 24 hours of the Consultant's observation, recommend the rejection of any such work to the Owner in writing. At any point during the Construction Phase, the Consultant may recommend that the Owner require special inspection or testing of the Work in accordance with the provisions of the Contract Documents.

l. The Consultant shall review and take other appropriate action upon Contractor submittals such as Shop Drawings, product data and samples following the requirements in the City Front End documents. The Consultant shall provide a written response to the Contractor (a copy to Owner) within seven (7) calendar days (unless a time extension is granted by the Owner) to avoid a delay in the work.

(i) The Consultant's review is for the limited purpose of confirming conformance with information given and the design concept expressed in the Contract Documents. The Consultant is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the Owner.

(ii) Unless otherwise specifically stated by the Consultant, the Consultant's review will not constitute approval of safety precautions, construction means, methods, techniques, sequences or procedures.

(iii) The Consultant may rely upon professional certifications of performance characteristics of materials, systems or equipment if such certifications are required by the Contract Documents.

(iv) The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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m. The Consultant shall prepare Change Order documentation for the Owner's approval and execution in accordance with the Construction Contract Documents. The Consultant will recommend to the Owner accepting minor changes in the Work which are consistent with the intent of Contract Documents, but do not involve an adjustment to the Contract Amount or an extension of Contract Time. The Owner shall review the recommendation and if acceptable issue a Field Order to the Contractor.

n. Upon receipt of Contractor's notification that the Work has been substantially completed, the Consultant and its subconsultants shall work with the Contractor to determine if the Project is ready for the Owner's inspection within seven (7) calendar days unless the Owner approves a time extension. The Consultant shall provide written notification to the Owner that the Work has been substantially completed and is ready for the Owner's inspection. The Owner shall schedule an Owner inspection to be attended by the Consultant and its subconsultants.

(i) Within twenty-four (24) hours of the Owner's inspection, the Consultant shall provide the Contractor a draft written punch list of items that need to be addressed prior to the Final Completion date specified in the construction contract. The Consultant shall provide the Contractor a final written punch list within three (3) calendar days of the Owner's inspection.

(ii) If requested by Owner, Consultant shall prepare and issue a Certificate of Substantial Completion no later than three (3) calendar days after the contract requirements for substantial completion have been met.

o. The Consultant shall review all warranties, guarantees, bonds, equipment operating instructions, and similar required material and documents for general compliance with the Contract Documents and shall present them to the Owner. Upon receipt of Contractor's written notice that the Work is ready for final inspection and acceptance and receipt of a final Application for Payment from the Contractor, the Consultant shall make an on-site review within seven (7) calendar days. When the Work is found to be acceptable by the Owner, the Consultant shall, within seven (7) calendar days, sign the final Application for Payment signifying that the Work has been completed in general accordance with the terms and conditions of the Contract Documents and that final payment is due the Contractor.

p. For all Phase D services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

q. Construction Project Representation beyond Basic Services

(i) If the Owner and Consultant agree that more extensive representation at the site is needed, the Consultant shall provide one or more Project Representatives to assist the Consultant in carrying out such responsibilities at the Project or work site. The Project RAP must be revised accordingly.

(ii) Such Project Representatives will be selected with the written approval of the Owner, employed and directed by the Consultant, and the Consultant will be compensated as mutually agreed between the Owner and the Consultant.

5. Phase E: Post-Construction Phase Services

If authorized by Owner, the Consultant shall perform the Phase E services as described below and in Attachment 5 (RAP) and Attachment 6 (Maximum NTE Contract Amounts by Phase):

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a. The scope of assistance referenced in this Section 5 will include, but not be limited to, the following: (1) producing Construction Record Documents for the Owner: (2) notifying the Contractor of defective Work and requesting corrective action; (3) preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies; and (4) meeting with the Contractor at the Project site or other local places when requested by the Owner.

b. Upon receipt from the Contractor of details of deviations from Contract Documents, Consultant shall produce Record Documents for the Owner's use within thirty (30) calendar days. The Consultant will ensure that the record drawings of construction incorporate all compiled change orders, change directives, and field orders. The Consultant will ensure that a Professional Architect's seal is affixed and signed on each document, stamped and identified as "Record Documents", that signifies the recorded changes have been transferred.

(i) The Consultant shall submit electronic files of Project drawings that are considered Record Documents to Owner on CD-ROM or other comparable durable electronic media. Consultant shall include Computer-Aided Design electronic files of Record Documents in a format usable by the Owner (e.g. AutoCAD or Revit files) as well as a pdf copy, signed and sealed by the Consultant.

(ii) For Projects that include improvements or modifications to Owner's Austin Water Utility system or facilities, drawings included in the Record Documents will include all dimensions and calculations in English units.

(iii) For Projects that include improvements or modifications to facilities or resources owned by the Austin Water Utility, the Consultant shall provide the Owner updated Asset Retirement Request Form(s) based on Project as-built drawings. For Projects involving new taggable assets, the Consultant shall also provide to Owner an updated list of new assets installed or delivered as part of the Project. These form(s) and information will be provided to Owner at the time of the as-built submittal.

c. Under Basic Services, the Consultant shall assist and represent the Owner through the post-construction period on matters involving defective Work. The Consultant shall communicate with and assist the Contractor as necessary to correct all deficiencies within seven (7) calendar days of notification by the Consultant for a specific correction.

d. The Consultant shall require its subconsultants to provide assistance as necessary during the post-construction period stipulated in the approved Project Resource Allocation Plan (RAP).

e. The Consultant shall perform an on-site review of the Work, accompanied by its subconsultants, no less than thirty (30) calendar days before the one-year anniversary of the date of Substantial Completion. Based on the site review, the Consultant shall prepare, within seven (7) calendar days, a list of items needing correction and direct the Contractor to resolve them within a specified time frame. After determining that deficiencies have been corrected, the Consultant shall so notify the Owner in writing within seven (7) calendar days. This notification by the Consultant does not release the Contractor from its responsibilities set forth in the Contract Documents and will not be construed as an implied or express warranty or representation by the Consultant that there are no other deficiencies on the Project.

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f. Under Basic Services, the Consultant and its subconsultants agree to provide Post-Construction Phase services as specified in the approved Project RAP. The Consultant shall provide accounting for time expended under Basic Services at the time these services are provided. Additional time for extended warranty period services not included in Basic Services will be considered Additional Services in accordance with Subsection 1.E.6 and paid for in accordance with the RAP.

g. For all Phase E services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

h. For Projects that require LEED certification, submit "Construction Phase Submittal" within 30 days of Certificate of Occupancy.

SECTION II - OWNER'S RESPONSIBILITIES

Insert the following language:

B. The Owner may provide, or pay Consultant for Consultant to provide, surveys describing physical characteristics, legal limitations for the site of the Project, and a written legal description of the site, as specified in Exhibit A – Description of Project. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other special data or conditions. The Consultant may reasonably rely upon such information in the performance of their services under this Agreement unless Consultant's on-site review shows encroachments or other legal impediments.

C. The Owner may provide for, or pay Consultant for Consultant to provide for, the services of soil engineers or other subconsultants when such services are deemed necessary by the Consultant and have the Owner's written concurrence, as specified in Exhibit A – Description of Project. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

SECTION III - FIXED CONSTRUCTION BUDGET

Insert the following subparagraph III.A.1

1. For PER Assignments or if the Project Fixed Construction Budget will be determined prior to Design Phase.

SECTION V - COMPENSATION

Insert the following subparagraph V.A.1.b(i)

(i) *Basic Compensation*

The total amount of compensation to be paid the Consultant will not exceed **Ninety-Two Thousand Three Hundred Eighty-Four Dollars and One Cents ($92,384.01)**

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Add items V.A.2.a et seq

a. *Stipulated Sum*

For Basic Services, as described in Subsection I.E., is as follows:

(i) The Stipulated Sum includes all labor, overhead, and profit necessary to perform the requested services. Payments will be made on the basis of the proportion of services performed for each phase.

(ii) Phases of services and percentages of the total Basic compensation payable per Phase will be included in the approved RAP.

SECTION VI - INSURANCE REQUIREMENTS

Insert subparagraph VI.A.2.g. & h.

g. Products/Completed Operations Liability for the duration of the warranty period.

h. If the project involves digging or drilling, Explosion, Collapse, and Underground (XCU) coverage.

Insert subparagraph VI.A.4.a:

a. Consultant's Professional Liability Insurance with a minimum limit of $**1,000,000.00** per claim and in aggregate. The Consultant shall provide a discovery period on professional liability policies that is commensurate with the warranty period of the project.

SECTION XI MISCELLANEOUS PROVISIONS

Insert subparagraph XI.G.1.a:

a. Notices shall be addressed as follows (or as amended in writing in the future):

Mailed Notices to Owner:

Capital Contracting Office
City of Austin
P.O. Box 1088
Austin, Texas 78767

Hand Delivered Notices to Owner:

Capital Contracting Office
City of Austin
505 Barton Springs Road, Suite 1045A
Austin, Texas 78704

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Mailed Notices to Consultant:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, Texas 78752

Hand Delivered Notices to Consultant:

MWM DesignGroup, Inc.
305 East Huntland Dr., Suite 200
Austin, Texas 78752

END

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EXHIBIT A – DESCRIPTION OF PROJECT

Solicitation Number: CLMP286
Project Name: Branch Library Interior Renovations

PROJECT FOR:

CITY OF AUSTIN (CITY), AUSTIN PUBLIC LIBRARY (APL), THROUGH ITS CAPITAL CONTRACTING OFFICE (CCO)

PROJECT TITLE:

BRANCH LIBRARY INTERIOR RENOVATIONS

OBJECTIVES OF THE PROJECT:

The City of Austin Public Library Department (APL) has selected a qualified Consultant to provide planning and design services for five renovated improved branch libraries (Old Quarry, Little Walnut Creek, Manchaca, Willie Mae Kirk, and St. John).

The work requires project designs that are reflective of the emerging architectural styles of our region and sympathetic to the local environment, and fully supportive of the role that branch library must fulfill for its community. The Consultant must exhibit sensitivity to the City initiatives including citizen participation in the design processes, Art in Public Places, and project team participation by minority and women-owned businesses.

The Consultant shall demonstrate a high aptitude for renovation, re-roofing planning, and design at a scope and scale comparable to these five projects. The Consultant shall clearly delineate the degree to which their firm and project personnel were instrumental in previous renovation projects, and how those experiences translate to these five projects.

BASIC SERVICES:

The five projects consist of interior and exterior improvements to five branch libraries. The work consists of selective demolition of existing carpet and base for reclamation, gypsum drywall assemblies, mechanical assemblies and electrical work. The work may involve miscellaneous asbestos abatement. The new construction consists of new interior finishes, flooring, lighting, plumbing fixtures, and furniture. The exterior work will involve replacement of the existing landscape. Sustainability and American with Disabilities Act (ADA) compliance requirements have been established as project goals for all five (5) projects.

- **Old Quarry Branch (8,300 SF):** The renovation of the Old Quarry Branch Library will include the replacement of the deteriorated exterior/interior finishes, furniture and equipment, along with restoration of the site's landscaping.

- **Little Walnut Creek Branch (11,000 SF):** The renovation of the Little Walnut Creek Branch Library will include the replacement of the standing seam roof, and extending the life of the

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existing roofing system (20-Years warranty) rebuilding the ADA Ramp, deteriorated exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping.

- **Manchaca Branch (14,500 SF):** The renovation of the Manchaca Branch Library will include extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping. In addition, the work requires Building Commissioning (Cx) Agent to assist ACFS with refining HVAC functional requirements and system testing.

- **Willie Mae Kirk (10,000 SF):** The renovation of the Willie Mae Kirk Branch Library will include the replacement of the deteriorated exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping, to repurpose the facility as a technology-rich center-rich Learning Center.

- **St John Branch (7,536 SF): Th**e renovation of the St John Branch will include the replacement of the deteriorated exterior/interior finishes, furniture and equipment, and also the restoration of the site's landscaping.

Consultant services which may be required include but are not limited to:

Phase A: Preliminary Phase

- Information gathering meeting with key stakeholders to collect requirements: provide presentations with renderings (3D Perspective view)
- Existing conditions analysis (including structural, mechanical, electrical, plumbing, life safety systems, and sustainability requirements)
- Quality Control Plan
- Permitting process and determination of applicable building and fire codes
- Public engagement
- Scope definition and clarification
- Preliminary schedule
- Develop preliminary project budget and its analysis
- Preliminary reports (including preliminary engineering)
- Meeting minutes
- Feasibility / alternatives study
- Assessments needed (i.e. ADA upgrade, structural issues, etc.)
- Construction market analysis

Phase B: Schematic Design Phase

Schematic Design:

- Schematic design with presentations and renderings (3D Perspective view)
- Cost estimating
- Sustainability checklist

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Design Development:

- 30%, 60%, 90%, and 100% Design drawings
- Construction documents
- Building energy calculations
- Update cost estimating
- Design development
- Preparation of solicitation documents
- Presentation to boards and committees
- Obtain permits (building and site) and identify variances
- Preliminary furniture, fixture and equipment (FF&E)
- Confirm LEED requirements with City of Austin Sustainability Department

Phase C: Bid-Award-Execution/Proposal Phase

- Prepare Construction documents and 100% Construction drawings
- Update cost estimating
- Update sustainability checklist
- Building permit
- Track LEED documentation
- Attend pre-bid/proposal conferences
- Develop addenda and clarifications
- Review bids

Phase D: Construction Phase

- Meeting minutes, agendas and sign-in sheets including Preconstruction Conference
- Weekly written reports
- Punch list / substantial completion
- Coordinate building permit approvals and Fire system approval with Contractor
- Attend all construction progress meetings
- Review contractor pay applications
- Review changes in the work (field orders, change orders (CO), and change directives)
- Review submittals/shop drawings and maintain the log/register of submittals
- Conduct final walk through

Phase E: Post-Construction/Warranty Phase

- Complete construction record documents
- Warranty process (11 months after substantial project completion)
- End of Year Warranty Report
- Prepare record drawings / as-build plans
- Attend closeout walk-through
- Project closeout support

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PROPOSED PROJECT SCHEDULE:

Phase A: Preliminary Phase – 4 months
Phase B: Design Phase – 9 months
Phase C: Bid-Award-Execution Phase – 6 months
Phase D: Construction Phase – 18 months
Phase E: Post-Construction/Warranty Phase – 12 months

MAJOR AND OTHER SCOPES OF WORK:

Below is a list of the major scopes of work that the City has identified for this project. In addition, the City has identified Other Scopes of work that MAY materialize during the course of the project. The City does not guarantee that the scopes listed under Other Scopes of work will materialize on this contract. If the prime consultant intends to enter into a subconsulting agreement on a scope of work not listed below, the prime consultant is required to contact SMBR and request an updated availability list of certified firms in each of the scopes of work for which the prime consultant intends to utilize a sub-consultant.

Major Scopes of Work

- Architectural Design Services
- Civil Engineering
- Structural Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering
- Cost Estimating

Other Scopes of Work

- ADA/Accessibility Consultant
- Public Information & Community Engagement
- Landscape Architecture
- Fire and Safety Services
- Sustainable Design/LEED Consulting
- Interior Design, Space Planning and Exhibits/Display
- Permitting Services, Environmental
- General Construction: Management, Scheduling, Cost Estimate

Notes:

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity. These services will be performed in-house or under a separate contract, if needed, and will be determined when project assignment is made.

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- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from future contracting opportunities with the City.

- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final

- A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Design and Construction phase.

- Please review the City of Austin's Public Participation Principles

  (http://austintexas.gov/page/public-particpation-principles)

CITY OF AUSTIN PUBLIC PARTICIPATION PRINCIPLES:

Accountability and Transparency
The City will enable the public to participate in decision-making processes by providing clear information on the issues, the ways to participate, and how their participation contributes to the decision.

Fairness & Respect
The City will maintain a safe environment that cultivates and supports respectful public engagement and will expect participants to do so in turn.

Accessibility
The City will respect and encourage participation by providing ample public notice of opportunities and resources and accommodations that enable all to participate.

Predictability & Consistency
The City will prepare the public to participate by providing meeting agendas, discussion guidelines, notes, and information on next steps.

Creativity & Community Collaboration
(Inclusivity and Diversity)
The City will use innovative, proven, and customized engagement solutions that are appropriate to the needs of the projects and the participants.

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Stewards of Resources

The City will balance its commitment to provide ample opportunities for public involvement with its commitment to delivering government services efficiently and using City resources wisely.

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FORM 3A
PRIME FIRM'S EEO PROGRAM

Solicitation Number: CLMP286

Project Name: Branch Library Interior Renovations

City of Austin, Texas

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2, and the City's Non-Retaliation Policy as reiterated below:

A. **Chapter 5-4. Discrimination in Employment by City Contractors, Section 4-2**: As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory or retaliation employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

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(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

B. **Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy:** For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

(1) *As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

(2) *The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

(3) *The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.*

Further, employees who experience discrimination, retaliation, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON- RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

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C. Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

D. Term:

The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

END

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FORM 3B
APPENDIX A OF TITLE VI ASSURANCES

Solicitation Number : CLMP286

Project Name : Branch Library Interior Renovations

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations: The contractor (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally- assisted programs of the Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 40 C.F.R. part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto, and will permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor will so certify to the Recipient, or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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(a) withholding of payments to the contractor under the contract until the contractor complies, and or

(b) cancelling, terminating or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, that if a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States. (DOT 1050.2A, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013.)

END

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FORM 3C
APPENDIX E OF TITLE VI ASSURANCES

Solicitation Number: CLMP286

Project Name: Branch Library Interior Renovations

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP).
12. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(DOT 1050.2a, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013)

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mwm DesignGroup

Appendix A

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and prior to the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goal(s)	
Project Name	Branch Library Interior Renovations
Solicitation Number	RFQS 6100 CLMP286

Project Goal(s) or Subgoals	
Combined MBE/WBE	
MBE	
African American	1.90
Hispanic	9.00
Asian/Native American	4.90
WBE	15.80

Section II — Proposer Company Information		
Company Name	MWM DesignGroup, Inc.	
Address	305 E. Huntland Drive, Suite 200, Austin, Texas 78752	
City, State Zip	Austin, Texas 78752	
Phone	512.797.5938	
Email	juliah@mwmdesigngroup.com	Fax 512.453.1734
Name of Contact Person	Julia M. Harrod, PE, F.NSPE, President	
Is your company a registered Vendor with the City of Austin?	Yes [X] No [ ] *If yes, provide Vendor Code* MAR3044500 If No, please note: All vendors; Subconsultants and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.austintexas.gov/financeonline/account_services/search/	
Is your company COA M/WBE certified?	Yes [X] No [ ] *(If yes, please indicate:)* Female/Caucasian MBE [ ] WBE [X] MBE/WBE [ ] AA [ ] H [ ] A/N [ ] WBE [X] Joint Venture [ ]	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Julia M. Harrod, PE, F.NSPE, President
Name and Title of Authorized Representative

Signature

December 10, 2019
Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Proposer ***HAS*** [X] ***HAS NOT*** [ ] *complied as per the City Code Chapter 2-9A through GFE.*

Reviewing Counselor _____ Date 12/16/19

I have reviewed this Compliance Plan and have found the Proposer ***COMPLIANT*** [X] ***NON-COMPLIANT*** [ ]

Director /Assistant Director/ Designee _____ ~~Date~~ 12/17/19

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Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VI, fill in all blanks (if applicable).
- For project participation use an EXACT percentage calculated to the two digital decimal number.
- Goal(s) percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified MBE/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal(s) of the solicitation met? Yes ☒ No ☐ *(If no, attach documentation of Good Faith Efforts)*

PROPOSED PARTICIPATION GOAL(S)

Use this section to calculate participation.
Include all details including the total percentage for each category where applicable.

MBE/WBE Solicitation Goal(s)(s)		Proposer Participation Goal(s)
African American	1.90	1.9 %
Hispanic	9.00	9.0 %
Asian/Native American (Combined)	4.90	4.9 %
WBE	15.80	4.0 %
MBE		15.8 %
MBE/WBE Combined		19.8 %
Non-Certified		0.0 %
1) Total Subconsultants Percentages		19.8 %
2) Proposer's Own Participation **(less any subcontracted amount)** Are you counting your own participation toward the goal(s)? **(if yes, indicate below)** ☐ MBE ☒ WBE ☐ AA ☐ HIS ☐ N/A ☐		80.2 %

Aggregate Percentage Amount (*Subconsultant (s) % (1) + Proposer (2) %*) = 100.0 = **100%**

For SMBR Use Only:

Verified participation for each category: 84.20

African-American 1.90 % **Hispanic** 9.00 % **Asian/Native American** 4.90 % **WBE** Prime+Subs %

MBE _____ % **WBE** _____ % **Combined MBE/WBE** _____ %

Prime 82.20 % **Non-Certified** 0.00 %

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Appendix A

Section IV — Disclosure of MBE and WBE Subconsultants
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Provide the name and vendor code of each MBE/WBE certified Firm listed in Section IV, V, and VI, as registered with Austin Finance Online.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal(s).
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Encotech Engineering Consultants, Inc.	
City of Austin Certification Information	[X] MBE [ ] WBE AA [ ] H [ ] A/N [X]	
Vendor Code	ENC1735650	
Address/ City / State / Zip	8500 Bluffstone Cove, #B-103, Austin TX 78759	
Contact Person & Phone #	Ali Khataw	512.338.1101
Fax & Email Address	512.338.1160	ali.khataw@eec-tx.com
Commodity Code(s)	92531	
Commodity Code(s) Description(s)	Electrical Engineering	
Percentage of Subcontract	4.9 %	

Name of MBE/WBE Certified Firm	Jose I Guerra, Inc	
City of Austin Certification Information	[X] MBE [ ] WBE AA [ ] H [X] A/N [ ]	
Vendor Code	GUE2157000	
Address/ City / State / Zip	2401 S IH-35 Ste 210, Austin TX 78741-3823	
Contact Person & Phone #	Rick Guerra	512.445.2090
Fax & Email Address	512.445.2099	rguerra@guerra.com
Commodity Code(s)	92588	
Commodity Code(s) Description(s)	Structural Engineering	
Percentage of Subcontract	8.0 %	

Name of MBE/WBE Certified Firm	Baer Engineering and Environmental Consulting, Inc.	
City of Austin Certification Information	[ ] MBE [X] WBE AA [ ] H [ ] A/N [ ] F/Caucasian	
Vendor Code	BAE7086810	
Address/ City / State / Zip	7756 Northcross Drive, Suite 211, Austin, Texas 78757	
Contact Person & Phone #	Therese M. Baer, P.E.	512.453.3773
Fax & Email Address	877.283.9597	tbaer@baereng.com
Commodity Code(s)	92535, 91843	
Commodity Code(s) Description(s)	Environmental Engineering, Environmental Consulting	
Percentage of Subcontract	1.0 %	
Name of MBE/WBE Certified Firm	Adisa Public Relations	
City of Austin Certification Information	[X] MBE [ ] WBE AA [ ] H [ ] A/N [ ] F/African American	
Vendor Code	ADI18313185	
Address/ City / State / Zip	1033 La Posada Dr., Ste. 220 Austin, TX 78752	
Contact Person & Phone #	Shuronda Robinson 512.472.6112 x1	
Fax & Email Address	NA	srobinson@makingthingsclear.com
Commodity Code(s)	91573, 91826	
Commodity Code(s) Description(s)	Public Information Services| Communications: Public Relations Consulting	
Percentage of Subcontract	1.9 %	

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Appendix A

Section IV — Disclosure of MBE and WBE Subconsultants
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Provide the name and vendor code of each MBE/WBE certified Firm listed in Section IV, V, and VI, as registered with Austin Finance Online.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal(s).
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Project Cost Resources	
City of Austin Certification Information	☐ MBE ☒ WBE AA ☐ H ☐ A/N ☐	
Vendor Code	PRO7148615	
Address/ City / State / Zip	410 West Grand Parkway South, S-390, Katy, TX 77494	
Contact Person & Phone #	Belinda Williams	281.497.4171
Fax & Email Address	N/A	bwilliams@pcrcost.com
Commodity Code(s)	96121	
Commodity Code(s) Description(s)	Cost Estimating	
Percentage of Subcontract		1.0 %

Name of MBE/WBE Certified Firm	Altura Solutions, LP	
City of Austin Certification Information	☒ MBE ☐ WBE AA ☐ H ☒ A/N ☐	
Vendor Code	ALT8322417	
Address/ City / State / Zip	4214 Medical Parkway, #201, Austin, TX 78756	
Contact Person & Phone #	Jesus Lardizabal	512.410.7059
Fax & Email Address	N/A	jel@alturalp.com
Commodity Code(s)	91825	
Commodity Code(s) Description(s)	Compliance Consulting, American Disability Act (ADA)	
Percentage of Subcontract		1.0 %

Name of MBE/WBE Certified Firm		
City of Austin Certification Information	☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Code(s)		
Commodity Code(s) Description(s)		
Percentage of Subcontract		%
Name of MBE/WBE Certified Firm		
City of Austin Certification Information	☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Code(s)		
Commodity Code(s) Description(s)		
Percentage of Subcontract		%

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mwm DesignGroup

Appendix A

Section V — Disclosure of Non-Certified Subconsultants
Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names and vendor codes of each Second-Level Subconsultant, as registered with the City of Austin.

Are Goal(s) Met? Yes [X] No [ ] If no, state reason(s) below and attach supporting documentation:

Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
Reason Certified Firm not used	
Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
Reason Certified Firm not used	
Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
Reason Certified Firm not used	
Name of Non-Certified Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First-Level Subconsultant	
Reason Certified Firm not used	

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Appendix A

Section VI — Disclosure of Second-Level Subconsultants
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First Tier Subconsultant	
Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First Tier Subconsultant	
Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First Tier Subconsultant	
Name of Second-Level Subconsultant	
City of Austin Certified? (choose one)	☐ No ☐ MBE ☐ WBE AA ☐ H ☐ A/N ☐
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Code(s)	
Commodity Code(s) Description(s)	
Percentage of Subcontract	%
First-Level Subconsultant	

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Attachment 1 – Key Personnel

Legal Name of Firm	Titles	Name and Certification
MWM DesignGroup	**Project Principal**	**Julia Harrod,** Tex. Eng. 82663
MWM DesignGroup	**Project Manager**	**W. Owen Harrod,** Tex. Arch. 16346
MWM DesignGroup	**Project Professional**	**Mary Franzosa,** Tex. Arch. 22359
Encotech Engineering Consultants	**Principal**	**Ali Khataw**
Jose I. Guerra	**Principal**	**Rick Guerra**
Baer Engineering and Environmental	**Principal**	**Therese Baer**
Adisa Public Relations	**Principal**	**Shuronda Robinson**
Project Cost Resources	**Principal**	**Belinda Williams**
Altura Solutions	**Principal**	**Jesus Lazardibal**

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Attachment 2 – Request for Changes of Key Personnel

CITY OF AUSTIN
Capital Contracting Office
REQUEST FOR CHANGES OF KEY PERSONNEL

NAME OF ROTATION LIST OR STAND ALONE PROJECT AND CONTRACT #:	
PRIME CONSULTANT:	Firm Name:
SUBCONSULTANT, if applicable:	Firm Name:
ADDED KEY PERSONNEL **ATTACH:** • **Qualifying resume** • **Appropriate experience form (Form 7, 8, 9)** • **Key Personnel Request for Hourly Rate Approval Form**	Personnel Name: Title: Loaded Hourly Rate: Registration or License #:
REMOVED KEY PERSONNEL	Personnel Name: Title: Loaded Hourly Rate: Registration or License #:
REASON FOR CHANGE:	

PRIME CONSULTANT PRINCIPAL OR AUTHORIZED CONTRACT SIGNATORY:

_____ _____
Name (Please Print) Signature

_____ _____
Title (Please Print) Date

*****CITY OF AUSTIN ONLY*****

Contract Sponsor Approval

_____
Name

_____
Signature Date

Project Manager Approval

_____
Name

_____
Signature Date

CCO Procurement Approval

_____
Name

_____
Signature Date

CCO Contract Development & Admin Approval

_____
Name

_____
Signature Date

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Attachment 2 – Request for Changes of Key Personnel

NOTE: File in Contract File

EXPERIENCE OF PROJECT MANAGER (WITHIN TIMEFRAME REQUIRED IN RFQ) Form 7
Project Name:
==========

Firm Name: _____

Project Manager: _____ Current Years of Experience: _____

Experience (Note experience relevant to the contract.):_____

(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

EXPERIENCE OF PROJECT PROFESSIONAL (WITHIN TIMEFRAME REQUIRED IN RFQ) Form 8
Project Name:

Firm Name: _____

Project Principal: _____ Current Years of Experience: _____

Experience (Note experience relevant to the proposed contract.):_____
(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____
Firm Name Work Performed Under: _____
Year Completed: _____ Construction Cost: _____
Client or Owner's Representative: _____
Title of person named above: _____
Address of person named above: _____
Phone number of person named above: _____
Project Description: _____
Work performed by Individual: _____

Project #2 Name/Location: _____
Firm Name Work Performed Under: _____
Year Completed: _____ Construction Cost: _____
Client or Owner's Representative: _____
Title of person named above: _____
Address of person named above: _____
Phone number of person named above: _____
Project Description: _____
Work performed by Individual: _____

Project #3 Name/Location: _____
Firm Name Work Performed Under: _____
Year Completed: _____ Construction Cost: _____
Client or Owner's Representative: _____
Title of person named above: _____
Address of person named above: _____
Phone number of person named above: _____

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Attachment 2 – Request for Changes of Key Personnel

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

EXPERIENCE OF PROJECT PRINCIPAL (WITHIN TIMEFRAME REQUIRED IN RFQ **Form 9**
Project Name:

==========

Firm Name: _____

Project Engineer: _____

(List name as shown on registration with the Texas Board of Professional Engineers (TBPE)

Registration No.: _____ Year of Registration: _____ Current Years of Experience: _____

(Note experience relevant to the proposed contract.):_____

(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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Attachment 2 – Request for Changes of Key Personnel

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

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

ATTACHMENT 3

Date: 5 November 2020
Subject: Professional Services Agreement
Project: Branch Library Renovations
Owner: City of Austin
Contact: John Daniels, LEED AP BD+C
Address: Austin Public Library, City of Austin
635 North Pleasant Valley Road
Austin, TX 78702

Attn: Alison von Stein
CPD Project Manager

Proposal: F20-024

Enclosures: Attachment A: Breakdown of Fees – MWM DesignGroup and Team
Attachment B: Encotech Proposal
Attachment C: Jose I. Guerra Proposal
Attachment D: Altura Solutions Proposal
Attachment E: Project Cost Resources Proposal

The City of Austin has requested a proposal for professional services for Preliminary Design Services pertinent to the renovation of five Branch Libraries, which subprojects are summarized as follows (note that all areas listed below and in the following Attachments are approximate, and will be verified during the preliminary phases services authorized under this proposal):

Subproject ID# 11983.001
Old Quarry Branch 8,300SF

The work consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings and electrical work. New construction will include gypsum wall assemblies, toilet partitions, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting work, life safety systems, Library friendly hard surface flooring, and storefront window systems. The project may include miscellaneous asbestos abatement that will be managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals.

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Subproject ID# 12702.001
Little Walnut Creek 11,000SF

The renovation of the Little Walnut Creek Branch Library will include the replacement of the standing seam roof, and extending the life of the existing roofing system (20-Years warranty) rebuilding the ADA Ramp, renovation consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings, and electrical work. New construction includes gypsum wall assemblies, toilet partitions, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting work, life safety systems, and library friendly hard surface flooring. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals.

Subproject ID# 12704.001
Menchaca Road Branch 14,500SF

The renovation of the Menchaca Branch Library (Ordinance No. 20181004-058) will include extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement exterior/interior finishes, furniture and equipment. The work consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings and electrical work. New construction includes gypsum wall assemblies, electrical, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting work, toilet partitions, life safety systems, library friendly hard surface flooring, restoration of landscaping, revising entry/exit to parking lot, and enhancing pedestrian and vehicular safety. The project will include revising the name of the library from Manchaca Road Branch to Menchaca Road Branch, necessitating replacement of exterior and interior signage. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals. A 3rd party Building Commissioning (Cx) Agent will assist the Library with refining HVAC functional requirements and system testing.

Subproject ID# 11981.001
Willie Mae Kirk 10,869SF

The scope of this project will include replacing the worn interior and exterior finishes of a fifty three-year old facility to make it inviting and useful once again for the community it serves. The upgrade will likewise involve a retrofit of the location's obsolete furniture, fixtures and equipment. The work consists of selective demolition of the existing carpet and base, gypsum drywall assemblies, suspended ceilings and electrical work. New construction includes gypsum wall assemblies, toilet partitions, electrical, suspended acoustical ceilings,

DocuSign Envelope ID: 583C484E-3A7E-474C-B2C4-CAB6B69233CD

surface preparation and painting, new interior and exterior lighting work, life safety systems, library friendly hard surface flooring, and restoration of the site's landscaping. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals. The facility is eligible for recognition on the National Register of Historic Places. APL reserves the right to retain the services of a 3rd party Architectural Historian to make application to the Texas Historic Commission and National Register.

Subproject ID# 12703.001
Saint John Branch 7,536SF

The work of this project is comprised of varied improvements to an existing branch library located in a co-use facility. The work will allow for renovation and miscellaneous improvements to include selective demolition of existing carpet and base, drywall assemblies, suspended ceilings and electrical work. New construction includes gypsum wall assemblies, electrical, suspended acoustical ceilings, surface preparation and painting, new interior and exterior lighting and other electrical work, life safety systems, and library friendly hard surface flooring. The project may include miscellaneous asbestos abatement managed by the City's Building Services Department. Compliance with current Americans with Disabilities Act (ADA) standards and sustainability are project goals.

In order to assist the City in developing and budgeting a definitive scope of work for the project, MWM DesignGroup and its consultants (A/E) hereby proposes the following scope of professional services culminating in the preparation and submittal of an Architectural Design Program Narrative (ADPN) which will constitute the deliverable for this scope of work. The ADPN shall include sections addressing each of the five Branch Libraries is a discrete Subproject, with separate scope descriptions and budgets provided for each.

SUMMARY OF PROFESSIONAL SERVICES

Preliminary Phase Services

A/E shall evaluate the existing conditions of the five Branch Libraries and compile, from record drawings and localized field measurements, plans documenting the existing conditions of the building and sites. Evaluations shall include accessibility reviews of existing libraries which shall be correlated in the context of the proposed preliminary designs (see below) and included in the ADPN. Review shall include evaluation of existing mechanical, electrical, plumbing, and life safety systems, including the results of any earlier studies provided to A/E by Owner, and the preparation of engineering reports outlining existing conditions.

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In conjunction with the evaluations summarized above, A/E shall prepare a summary of additional technical studies, including geotechnical assessments, hazardous material assessments, structural evaluations, and building systems testing that should be included in the project design phase.

A/E shall conduct interviews with Owner and project stakeholders to confirm and prioritize programmatic and budgetary objectives for the project, addressing specifically Austin Public Library Core Departmental Functions in the context of each Branch Library.

A/E shall review with Owner the requirements of Council Resolution 20071129-045, shall consult with the City LEED/Sustainability Project Manager and prepare a recommended compliance strategy on the basis of the specific requirements of the project, specifically including recommendations for achieving sustainability goals on projects with budgets that do not reach the LEED Silver budgetary threshold.

A/E shall consult with regulatory officials having jurisdiction over the project (including, but not necessarily limited to, the City of Austin Building Plan Review and Planning and Development Review Departments) to verify regulatory constraints applicable to the project, including specifically verification of the permitting process and determination of applicable building and fire code provisions.

A/E shall prepare a preliminary project budget in consultation with Owner, and shall develop recommendations for project approaches, including scope verification and clarification, consistent with this budget (which shall provide the basis of the Fixed Construction Budget for the completion of the project). Budget shall be developed on the basis of a single construction contract for all five stations, solicited under a Competitive Sealed Proposal process.

A/E shall prepare, in consultation with the Owner, preliminary plans for each of the five branch libraries. Where there are, in A/E's opinion, viable alternative approaches or design solutions that would meet the Owner's programmatic and budgetary objectives, A/E shall provide an alternatives analysis outlining the costs and benefits associated with such alternative approaches.

A/E shall prepare the ADPN for the project, summarizing the findings of the investigations and consultations described above and including preliminary plans and associated cost projections and summaries of the work proposed for each for each of the five project sites. The section of the ADPN addressing the Little Walnut Creek Branch Library will consist of an update of the ADPN issued for this library by A/E in September 2017, revised to reflect current regulatory constraints and refined to recommend a single preferred solution consistent with the current project budget and program.

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A/E shall prepare, in coordination with Owner, an overall schedule for design, permitting, procurement and construction of the individual subprojects, for inclusion in the ADPN. Schedule will reflect the design, permitting, and construction of the five renovation projects in accordance with the Owner's 36-42 month project schedule, allowing 12 months for design and 24 months for construction.

ADPN shall include an executive summary with specific recommendation for each of the five branch libraries, including a summary of architectural, accessibility, roof, building system, structural and site improvements and a projection of corresponding design and construction costs broken out by Subproject.

Preliminary phase shall include not more than five coordination meetings (or virtual meetings, with the Owner and with stakeholders identified by the Owner). Minutes of these meetings shall be included in the ADPN.

Owner shall provide A/E with available record documentation of five project libraries (including plan sets already received by A/E for each of the libraries).

The services provided for this project presume compliance with applicable provisions of the City of Austin Building and Land Development Codes and the Texas Accessibility Standards. Consideration and/or preliminary negotiation of waivers or variances are not included as basic services.

All professional services will be provided by A/E in accordance with the General and Supplemental Terms and Conditions of the Professional Services Agreement between Owner and A/E, clarified as follows:

SCHEDULE OF COMPENSATION

The project shall be invoiced on the following basis.

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
TOTALS	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
Reimbursible Expenses (Allowance)		$ 250.00		$ -		**$ 250.00**
					TOTAL	**$ 92,384.01**

Total lump sum compensation for this phase, including reimbursable allowance, shall be $92,384.01.

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ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include, but are not limited to: acquiring certificates or abstracts of title; 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.

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:



MWM DesignGroup, Inc.

4 November 2020
Date

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MWM DesignGroup Fee Calculation

Page **Attachment A: Page 1 of 2**
Date **11/4/2020**
Project **Branch Library Renovations**

Professional Fees per Phase (see attached Backup)

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
TOTALS	305.00	$ 44,537.26	288.50	$ 47,596.75	593.50	$ 92,134.01
Reimbursible Expenses (Allowance)		$ 250.00		$ -		**$ 250.00**
					TOTAL	**$ 92,384.01**

Subconsultant Fees per Phase (see attached Backup)

	Encotech		Jose I. Guerra	
	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	153.00	$ 22,480.46	54.00	$ 9,703.46
TOTALS	153.00	$ 22,480.46	54.00	$ 9,703.46
Reimbursible Expenses (Allowance)		$ -		$ -

	Altura Solutions		Project Cost Resources	
	Hours	Fee	Hours	Fee
Phase 1: Preliminary Phase Services	48.50	$ 10,003.15	33.00	$ 5,409.68
TOTALS	48.50	$ 10,003.15	33.00	$ 5,409.68
Reimbursible Expenses (Allowance)		$ -		$ -

WORK PLAN

CITY OF AUSTIN	Solicitation No.		Branch Library Renovations																
Prime Firm Name	**MWM DesignGroup, Inc.**																MBE/WBE Certification Gender/Ethnicity		
Discipline Services Provided:	**Programming, Design, Construction and Post-Construction Phase Services**																		
	Personnel Title	**Principal**		**Project Architect**		**Sup. Arch. III**		**Sup. Eng. II**		**EIT II**		**Arch. Associate II**		**Admin. Spec. I**		**SUBTOTAL**	
2019 COA Approved Rates/Hr:		$305.10		$210.61		$155.33		$161.66		$129.65		$96.77		$72.83			
Phase	**TASK NAME**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**$**	**Hrs.**	**TOTAL $**
1	**Preliminary Programming**																
	Management (and Subconsultant Coordination)	1	$ 305.10	32	$ 6,739.52		$ -		$ -		$ -		$ -		$ -	33	$ 7,044.62
	Evaluation of Existing Libraries		$ -		$ -	24	$ 3,727.92	24	$ 3,879.84		$ -		$ -		$ -	48	$ 7,607.76
	Coordination with Stakeholders		$ -	4	$ 842.44	4	$ 621.32		$ -		$ -		$ -		$ -	8	$ 1,463.76
	Regulatory Coordination		$ -		$ -	8	$ 1,242.64	8	$ 1,293.28		$ -		$ -		$ -	16	$ 2,535.92
	Preparation of Preliminary Plans		$ -		$ -	8	$ 1,242.64		$ -	8	$ 1,037.20	80	$ 7,741.60		$ -	96	$ 10,021.44
	Preparation of ADPN		$ -	16	$ 3,369.76	40	$ 6,213.20	16	$ 2,586.56	24	$ 3,111.60		$ -	8	$ 582.64	104	$ 15,863.76
TOTAL		1	$ 305.10	52	$ 10,951.72	84	$ 13,047.72	48	$ 7,759.68	32	$ 4,148.80	80	$7,741.60	8	$582.64	305	$ 44,537.26

Preconstruction Costs/Supplies	**QTY**	**U/M**	**Amount**	**Total**
Outreach/Advertising				
eproduction Services				$ 250.00
ocument Storage				
onthly Office Supplies				
ostage/Special Shipping				
ourier Services				
	Sub Total			**$250.00**
verhead/Profit (not applied to prime firm's labor)	**1**	**LSUM**		
			TOTAL	**$ 44,787.26**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

MWM DesignGroup

CCO Approved Rate Period:
3/30/2020 -- 3/29/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Key Personnel	Julia Harrod, PE	PE#82663	**President / Project Principal/ QA/QC (MS 25+)**	**$305.10 /hr**
Key Personnel	Eduardo Mendez	RLS #5010	**Sr. Vice President / Project Principal - Surveying (41+)**	**$284.51 /hr**
Key Personnel	Owen Harrod	RA#16346 / LEED	**Project Architect (BS 30+) / PhD, AIA**	**$210.61 /hr**
Key Personnel	Brian Wells	PE#89517	**QA/QC (Design Operations Manager BS 20+)**	**$231.67 /hr**
Key Personnel	Imad Salem	PE#91141	**Project Manger (BS 22+)**	**$231.67 /hr**
Key Personnel	Tony Buonodono	PE#103439	**Project Manager / Team Supervisor (BS 14+ Mechanical)**	**$227.68 /hr**
Key Personnel	Mary Franzosa		**Project Architect / 14+ LEED, AIA**	**$155.33 /hr**
Key Personnel	David Cazares		**Project Manager / Landscape Arch**	**$210.61 /hr**
Managing Engineer VI (25+)				**$305.10 /hr**
Supervisory Engineer IV (15-20)				**$227.68 /hr**
Supervisory Engineer II (10-12)				**$161.66 /hr**
Supervisory Engineer III (12-15)				**$196.06 /hr**
Supervisory Engineer V (20-25)				**$231.67 /hr**
Professional Engineer I (4-8)				**$135.98 /hr**
Professional Engineer VI (25+)				**$148.63 /hr**
Engineer in Training II (5-10)				**$129.65 /hr**
Engineer in Training I (0-5)				**$94.87 /hr**
Engineering Technician VI (25+)				**$114.63 /hr**
Engineering Technician I (1-5)				**$84.46 /hr**
Supervisory Architect VI (25+)				**$210.61 /hr**
Supervisory Architect III (12-15)				**$155.33 /hr**

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Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Professional Architect I (4-8)				$97.30	/hr
Architect Associate II (5-10)				$96.77	/hr
Architect Associate I (0-5)				$84.75	/hr
Registered Professional Land Surveyor VI (25+)				$118.74	/hr
Supervisory CADD V (20-25)				$131.96	/hr
Administrative Supervisor IV (15-20)			Contract Admin & Permitting Manager	$121.75	/hr
Administrative Specialist I (4-8)			Contract Admin	$72.83	/hr
Administrative Specialist III (12-15)			Contract Admin & Permitting	$103.98	/hr

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ENCOTECH
ENGINEERING CONSULTANTS

ATTACHMENT B

We shape the world you live in.

November 04, 2020

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

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

Re: **City of Austin Branch Library Renovations — Austin, TX**
Mechanical, Electrical, and Plumbing Engineering and Design Services
Commercial Office Building

Dear Owen,

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

SCOPE

City of Austin Branch Library Renovations, the "Project," consists of professional engineering services for preparing a preliminary design narrative for the renovation of five branch libraries in Austin, TX. The Project will be delivered as a narrative of recommendations for the mechanical, electrical, and plumbing scope of work for renovations to the buildings. The scope of work includes the library buildings as indicated below.

Building Information:

DESCRIPTION	FLOOR AREA
Old Quarry Branch	8,300 SF
Little Walnut Creek Branch	11,000 SF
Manchaca Branch	14,500 SF
Willie Mae Kirk	10,869 SF
St. John Branch	7,536SF
TOTAL	**51,336 SF**

Encotech will provide the Mechanical, Electrical and Plumbing preliminary design Services pertinent to the renovation of five branch libraries. The scope of the renovations for the libraries are summarized as follows:

- Old Quarry Branch: The renovation of the Old Quarry Branch Library will include the replacement of the deteriorated exterior/interior finishes.

- Little Walnut Creek Branch: The renovation of the Little Walnut Creek Branch Library will include the replacement of the standing seam roof and extending the life of the enlisting roofing system (20-Years warranty) rebuilding the ADA Ramp, and deteriorated exterior/interior finishes.

- Manchaca Branch: The renovation of the Manchaca Branch Library will include extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement exterior/interior finishes, and also the restoration of the site's landscaping.

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- Willie Mae Kirk: The renovation of the Willie Mae Kirk Branch Library will include the replacement of the deteriorated exterior/interior finishes, and also the restoration of the site's landscaping, to repurpose the facility as a technology-rich Learning Center.

- St John Branch: The renovation of the St John Branch will include the replacement of the deteriorated exterior/interior finishes, and also the restoration of the site's landscaping.

BASIC SERVICES

Basic Services include engineering and design services to prepare a mechanical, electrical, and plumbing design program narrative for the renovations. 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 preliminary engineering calculations.
4. Pre-design site visits to confirm the accuracy of the existing drawings, nameplate data, system types, condition, capacities, etc. of the existing mechanical, electrical, and plumbing systems and equipment. (Note: This does not imply creation of as-builts drawings.) Site visits not to exceed one (1) per building for a total of five (5) site visits.
5. Attend periodic design coordination meetings not to exceed two (2) per buildings.
6. Mechanical Design shall include:
    a. Narrative of HVAC air distribution supply, return, exhaust, outside air duct systems, HVAC piping systems, and controls for the renovations of the buildings.
    b. Descriptions of relocations of temperature sensors and other required HVAC system control devices as required.
7. Electrical Design shall include:
    a. Narrative of lighting and power changes for the renovations of the buildings, including changes to appliances and special equipment.
8. Plumbing Design shall include:
    a. Narrative of domestic water, wastewater, natural gas, and storm drain piping sizing, layout and utility connections for the renovations of the buildings.
9. For the Design Narrative, 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. Provide the following deliverables:
    a. Program Design Narrative in PDF format for the phases described below.

PHASE	DELIVERABLES	PERMITTED USE
Draft Narrative	Narrative	Coordination & Pricing
Final Narrative	Narrative	Coordination & Pricing

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. Files received via email from Owen Harrod of MWM Design Group to Patrick Morrissey of Encotech on April 7th, 2020.
2. Compensation shall be adjusted upwards if the number of building increases or additional work beyond the Basic Services increases.

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3. Existing CAD drawings are not expected to be available.

COMPENSATION

The lump sum fee to provide the Program Design Narrative shall be: **$22,480.46**.

REIMBURSABLE EXPENSES

Reimbursable expenses are not included in the compensation summary above and shall be invoiced at direct cost. Reimbursables will not be incurred without prior approval. 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 at the COA-approved hourly rates.

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.
2. Redesign and revisions due to change of scope of work and or architectural background changes.
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 associated with the preparation of as-built drawings.
7. Value Engineering Services.
8. Design drawings and specifications.
9. Building Commissioning and MEP Systems Commissioning.
10. LEED or other sustainability certification documentation.
11. Energy Modeling.
12. Work associated with special purpose structural systems such as: 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. 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 any modifications to site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. 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 Client.
6. Fire Sprinkler Engineering Design and Fire Alarm Engineering Design are outside the scope described in this proposal.
7. Underbuilding drainage design and specification is outside Encotech's scope of services.
8. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services. The scope includes an opinion of probable construction cost based upon available RSMeans data, manufacturer quotes, and industry standard cost assumptions.

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CLIENT PROVIDED SERVICES

1. The Client 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 shall furnish the Engineer with existing building and site drawings as available.
3. Client shall provide Engineer with a full program design narrative at the completion of each phase.
4. 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.).
5. The Client shall be responsible for final printing and distribution of Program Design Narrative and Opinion of Probable Cost.

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

Sincerely,

Ali Khataw, PE
President & CEO

Lynn Brown, PE
Vice President MEP Engineering

Agreed and Accepted by Authorized Corporate Officer of:

Legal Entity Name

Signature

Print Name

Title

Date

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ENCOTECH

Encotech Engineering Consultants
Fee Analysis

Proposal Submitted To: MWM Design Group — **11/4/2020**
City of Austin 2019 General Architectural Services Rotation List
Project Name: Branch Library Renovations

	MEP Fee Estimate - Each Library	Key Personnel Lynn Brown $ 267.78	Key Personnel Lucas Stockburger $ 190.70	Key Personnel Sharon Bickford $ 232.90	Professional Engineer III $ 160.64	Engineerin Training III $ 124.59	Engineer in Training I $ 107.15	Admin Asst. IV $ 97.51	
	Draft								
1	Internal Kickoff Meeting		0.5	0.5	0.5	0.5	0.5		$ 407.99
2	Pre-Design Site Visit				8	8			$ 2,281.84
3	Review Client Drawings - Old Quarry Branch				1	1	1		$ 392.38
4	Review Client Drawings - Little Walnut Creek Branch				1	1	1		$ 392.38
5	Review Client Drawings - Manchaca Branch				1	1	1		$ 392.38
6	Review Client Drawings - Willie Mae Kirk Branch				1	1	1		$ 392.38
7	Review Client Drawings - St. John Branch				1	1	1		$ 392.38
8	Draft MEP Narrative - Old Quarry Branch		1	0.5	4	4	4		$ 1,876.67
9	Draft MEP Narrative - Little Walnut Creek Branch		0.5	0.5	2	1	1		$ 764.82
10	Draft MEP Narrative - Manchaca Branch		1	0.5	4	4	4		$ 1,876.67
11	Draft MEP Narrative - Willie Mae Kirk Branch		1	0.5	4	4	4		$ 1,876.67
12	Draft MEP Narratives - St. John Branch		1	0.5	4	4	4		$ 1,876.67
13	Design Phase Meeting with Client & Owner				3				$ 481.92
14	Internal Review - Old Quarry Branch	0.5	0.5	0.5					$ 345.69
15	Internal Review - Little Walnut Creek Branch	0.5	0.5	0.5					$ 345.69
16	Internal Review - Manchaca Branch	0.5	0.5	0.5					$ 345.69
17	Internal Review - Willie Mae Kirk Branch	0.5	0.5	0.5					$ 345.69
18	Internal Review - St. John Branch	0.5	0.5	0.5					$ 345.69
									$ -
									$ -
	Hours =	2.5	7.5	5.5	34.5	30.5	22.5		
								Draft	**$ 15,133.60**
	Final								
1	Design Phase Meeting with Client & Owner				2				$ 321.28
2	Final MEP Narrative - Old Quarry Branch				2	2	2		$ 784.76
3	Final MEP Narrative - Little Walnut Creek Branch				1	1	1		$ 392.38
4	Final MEP Narrative - Manchaca Branch				2	2	2		$ 784.76
5	Final MEP Narrative - Willie Mae Kirk Branch				2	2	2		$ 784.76
6	Final MEP Narrative - St. John Branch				2	2	2		$ 784.76
7	Pick up client comments - Old Quarry Branch				1	1	1		$ 392.38
8	Pick up client comments - Little Walnut Creek Branch				0.5	0.5	0.5		$ 196.19
9	Pick up client comments - Manchaca Branch				1	1	1		$ 392.38
10	Pick up client comments - Willie Mae Kirk Branch				1	1	1		$ 392.38
11	Pick up client comments - St. John Branch				1	1	1		$ 392.38
12	Internal Review - Old Quarry Branch	0.5	0.5	0.5					$ 345.69
13	Internal Review - Little Walnut Creek Branch	0.5	0.5	0.5					$ 345.69
14	Internal Review - Manchaca Branch	0.5	0.5	0.5					$ 345.69
15	Internal Review - Willie Mae Kirk Branch	0.5	0.5	0.5					$ 345.69
16	Internal Review - St. John Branch	0.5	0.5	0.5					$ 345.69
									$ -
	Hours =	2.5	2.5	2.5	15.5	13.5	13.5		
								Final	**$ 7,346.86**
								Project Total	**$ 22,480.46**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Encotech Engineering Consultants, Inc

CCO Approved Rate Period:
3/30/2020 -- 3/29/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Key Personnel	Ali R. Khataw, PE		**President**	**$303.16 /hr**
Key Personnel	Lynn Brown, PE		**Project Principal / LEED**	**$267.78 /hr**
Key Personnel	Sharon Bickford, PE		**Project Management**	**$232.90 /hr**
Key Personnel	Eugene Raanes, PE		**Project Principal**	**$191.37 /hr**
Key Personnel	Francis Scott, PE		**Project Management; LEED Certified**	**$232.23 /hr**
Key Personnel	Lucas Stockburger		**Project Manager**	**$190.70 /hr**
Key Personnel	Tessa Roberts		**Project Principal**	**$126.58 /hr**
Key Personnel	Patrick Morrissey		**Project Principal**	**$215.32 /hr**
Managing Engineer VI (25+)				**$259.14 /hr**
Supervisory Engineer II (10-12)				**$196.02 /hr**
Professional Engineer I (4-8)				**$157.81 /hr**
Professional Engineer II (8 -10)				**$155.25 /hr**
Professional Engineer III (10-15)				**$160.64 /hr**
Engineer in Training I (0-5)				**$107.15 /hr**
Engineer in Training II (5-10)				**$121.27 /hr**
Engineer in Training III (10-15)				**$124.59 /hr**
Engineering Technician IV (15-20)				**$94.69 /hr**
Engineering Technician V (20-25)				**$105.98 /hr**
Engineering Technician VI (25+)				**$115.45 /hr**
CADD Technician I (1-5)				**$60.47 /hr**
CADD Technician V (20-25)				**$120.93 /hr**
Administrative Supervisor IV (15-20)				**$124.42 /hr**
Administrative Specialist IV (15-20)				**$97.51 /hr**
Administrative Assistant II (5-10)				**$54.82 /hr**
Administrative Assistant IV (15-20)				**$71.43 /hr**

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Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

ATTACHMENT C

Engineering Excellence Since 1973

(Revised) October 20, 2020

Dr. Owen Harrod, Ph. D, AIA
MWM DesignGroup
305 E Huntland Dr,
Austin, Texas 78752

Re: City of Austin CLMP 286
Branch Library Renovations
Preliminary Design Phase Services,
Austin, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (JIG) proposes to furnish Consulting Structural Engineering services to MWM DesignGroup (MWM) for the City of Austin Branch Library Renovations.

We understand our Scope of Services to be as follows:

PROJECT DESCRIPTION AND SCOPE OF WORK

The goal of the structural scope of services is to assist your office in the preliminary structural design pertinent to the renovation of the following five Branch Libraries. The overall renovation scopes are as follows:

- Old Quarry Branch (8,300sf) -- replacement of the deteriorated exterior/interior finishes.

  Little Walnut Creek Branch (11,000 SF) -- the replacement of the standing seam roof, and extending the life of the existing roofing system (20-Years warranty), rebuilding the ADA Ramp, deteriorated exterior/interior finishes.

- Manchaca Branch (14,500 SF) -- extending the life of the existing roofing system (20-Years warranty), HVAC Controls upgrades, retrofit of obsolete electrical power distribution system and replacement of exterior/interior finishes, and also the restoration of the site's landscaping. In addition, the work requires Building Commissioning (Cx) Agent to assist ACFS with refining HVAC functional requirements and system testing

- Willie Mae Kirk Branch (*10,869 SF*) -- the replacement of the deteriorated exterior/interior finishes, and also the restoration of the site's landscaping, to repurpose the facility as a technology-rich Learning Center.

- St John Branch (7,536 SF) -- the replacement of the deteriorated exterior/interior finishes

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JIG's review shall include the evaluation of the existing Structural system, including the results of any earlier studies provided to A/E by Owner, and the preparation of Structural Engineering narratives outlining existing conditions that will be included in the submittal of an Architectural Design Program Narrative (ADPN).

In conjunction with the evaluations summarized above, JIG shall prepare a summary of additional Structural technical studies and evaluations, if needed, that should be included in the project design phase.

EXCLUDED SERVICES

The Scope of Services and the budget presented herein do not include the following special services.

1. Travel and subsistence required of JIG and authorized by MWM to points other than local government agencies, consultants and project site.

2. Significant revisions by MWM after receiving initial direction.

3. Design scope beyond preliminary design phase, Bid, Construction and Post-Construction phase services.

4. Expert witness testimony or appearances at public hearings or meetings concerning the projects or any of their elements.

5. City of Austin permit support services, including processing of site development permit, general permit, variances, waivers, or other services deemed necessary during permitting review phase.

Such services may be performed as Additional Services to this Agreement, if authorized by Client.

DELIVERABLES

The following deliverables will be submitted to MWM:

1. Narratives for the structural portion of the Architectural Design Program Narrative (ADPN).

COMPENSATION

An itemization of the estimated labor costs and expenses is included in Attachment A. The Total Compensation requested for this work is tabulated below.

Preliminary Structural Engineering Services	$ 9,703.46

The Consulting Engineering Services are to be provided on a lump sum basis. Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between the City of Austin and MWM.

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All work will be performed in accordance with the prime agreement between the City of Austin and MWM. Project related reimbursable expenses such as delivery service, printing, Xerox copies, etc. are not included in the above listed fee. If required and authorized in advance by your office, these expenses will be billed at cost + 5%. If acceptable, this proposal will form the basis of a Professional Services Agreement.

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:_____

SUB CONSULTANT - FEE ESTIMATE WORKSHEET	
HOURLY BY TASK LABOR BREAKDOWN	
COA CLMP 286	
Preliminary Design Phase Services for Branch Library Renovations	
Date	10/20/2020
Sub Consultant Name:	**Jose I. Guerra, Inc.**
Discipline Services Provided:	**Structural Engineering**
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

	Personnel Title (COA / JIG)	Key Personnel / Principal		Supervisory Engineer VI / Senior Proj Engineer		Supervisory Engineer IV / Senior Proj Engineer		Engineering Associate IV / Senior Designer		Supervisory CADD VI / CADD Manager		CADD Technician VI / Senior CAD Technician		CADD Technician II / CADD Technician		Administrative Assistant VI / Senior Admin Assistant		TOTAL	
	2020 COA Approved Rates/Hr., CAT	$247.45		$183.83		$161.77		$123.53		$98.47		$87.44		$79.50		$72.15			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
1	**Preliminary Design Phase**																		
1.1	Preliminary Structural Engineering Services		$0.00	52	$9,559.16		$0.00		$0.00	0	$0.00		$0.00		$0.00	2	$144.30	54	$9,703.46
	Sub Total	**0**	**$0.00**	**52**	**$9,559.16**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**2**	**$144.30**	**54**	**$9,703.46**
REIMBURSABLE EXPENSES																			$0.00
TOTAL LABOR and EXPENSES																			**$9,703.46**

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Jose I Guerra, Inc

CCO Approved Rate Period:
4/1/2020 -- 3/31/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Rick Guerra	PE # 65224	**President/ CEO, MS 37+**	**$247.45**	**/hr**
Key Personnel	Shawn Allen	PE #90064	**Vice President/ BS 26+, LEED AP**	**$212.10**	**/hr**
Supervisory Engineer V (20-25)				**$172.80**	**/hr**
Supervisory Engineer IV (15-20)				**$161.77**	**/hr**
Supervisory Engineer III (12-15)				**$150.01**	**/hr**
Supervisory Engineer II (10-12)				**$133.83**	**/hr**
Supervisory Engineer I (8-10)				**$117.65**	**/hr**
Supervisory Engineer VI (25+)				**$183.83**	**/hr**
Professional Engineer I (4-8)				**$105.95**	**/hr**
Engineer in Training II (5-10)				**$105.89**	**/hr**
Engineer in Training I (0-5)				**$100.74**	**/hr**
Engineering Associate V (20-25)			**Senior Design**	**$134.48**	**/hr**
Engineering Associate IV (15-20)			**Senior Design**	**$123.53**	**/hr**
Engineering Associate III (10-15)			**Design**	**$114.48**	**/hr**
Engineering Associate I (0-5)				**$88.59**	**/hr**
Engineering Associate VI (25+)			**Senior Design**	**$149.74**	**/hr**
Engineering Associate II (5-10)			**Design**	**$97.62**	**/hr**
Engineering Technician IV (15-20)			**BIM**	**$97.30**	**/hr**
Engineering Technician V (20-25)			**Senior (BIM)**	**$108.83**	**/hr**
Engineering Technician VI (25+)			**Sr. Commissioning Authority**	**$138.59**	**/hr**
Engineering Technician VI (25+)			**Senior (BIM)**	**$118.59**	**/hr**
Engineering Technician III (10-15)			**BIM**	**$89.30**	**/hr**
Engineering Technician II (5-10)			**BIM**	**$79.68**	**/hr**
Supervisory Architect I (8-10)				**$109.21**	**/hr**
Supervisory Architect V (20-25)				**$165.65**	**/hr**
Supervisory CADD V (20-25)			**CADD Manager (BIM)**	**$93.33**	**/hr**

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Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Supervisory CADD VI (25+)			CADD Manager (BIM)	$98.47	/hr
CADD Technician VI (25+)				$87.44	/hr
CADD Technician I (1-5)				$70.12	/hr
CADD Technician II (5-10)				$79.50	/hr
CADD Technician III (10-15)				$81.53	/hr
CADD Technician V (20-25)				$85.47	/hr
CADD Technician IV (15-20)				$83.50	/hr
Administrative Supervisor VI (25+)			Director of Finance/HR	$126.33	/hr
Administrative Specialist VI (25+)			Accounting Manager	$92.62	/hr
Administrative Assistant I (0-5)				$45.85	/hr
Administrative Assistant VI (25+)			Senior	$72.15	/hr
Administrative Assistant III (10-15)				$57.21	/hr
Administrative Assistant II (5-10)				$49.65	/hr

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ATTACHMENT D

October 28, 2020

W. Owen Harrod PhD, AIA, LEED AP BD+C
MWM DesignGroup
305 E. Huntland Drive, Suite 200
Austin, TX 78752

RE: TAS Proposal for the City of Austin Branch Library Preliminary Design Project – Revision 2

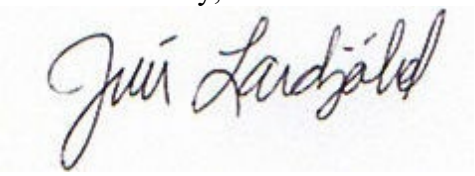
Dear Owen:

This is a proposal for the Existing Conditions Assessments of five City of Austin Branch Libraries for the City of Austin Branch Library Preliminary Design Project in Austin, 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 existing conditions assessments for compliance with the TAS.

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

Sincerely,



Jesús Lardizábal,
RAS #1051
Manager

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PROJECT SCOPE AND DESCRIPTION

Existing Conditions Assessment for compliance with the Texas Accessibility Standards (TAS) of the five City of Austin Branch Libraries listed below, which are scheduled for renovation. Assessments will help determine if the Primary Function is triggered which would affect the scope to include parking, accessible routes, restrooms and drinking fountains.

1. Old Quarry Branch (8,300 SF).
2. Little Walnut Creek Branch (11,000 SF).
3. Manchaca Branch (14,500 SF).
4. Willie Mae Kirk Branch (10,000 SF).
5. St. John Branch (7,536 SF).

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):

- Perform an existing conditions assessment for each of the five library branches.

EXCLUSIONS

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

SCHEDULE

Altura Solutions will perform the existing conditions assessment and provide a report of findings within fifteen working days after receiving access to the facility for each of the five library branches.

DELIVERABLES

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

- Altura Solutions will provide the Existing Conditions Assessment Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS) for each of the five library branches.

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CONSULTING FEE AND INVOICING

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

- Old Quarry Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.).....$2,000.63
- Little Walnut Creek Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.) $2,000.63
- Manchaca Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.).....$2,000.63
- Willie Mae Kirk Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.).....$2,000.63
- St. John Branch Exist. Cond. Assess. (9.7 hrs. x $206.25/hr.) $2,000.63

The total proposed consulting fee under this agreement is ten thousand three dollars and fifteen cents ($10,003.15).

To initiate services, the following items must be provided:

- Signed agreement

The fees listed above are limited to one existing conditions assessment for each of the five library branches. Additional assessments and consulting will be considered additional services and will be billed in addition to the contract amount above.

Invoices for services are due within 30 days of receipt by client.

Altura Solutions, LLC	**Client**
By: _____	By: _____
Print Name: Jesús Lardizábal	Print Name: _____
Title: Manager	Title: _____
Date: _____	Date: _____

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Altura Solutions, L.P.

CCO Approved Rate Period:
7/9/2020 -- 7/8/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Jesus Lardizabal, R.A.S.		**Principal, Owner**	**$206.25**	**/hr**
Key Personnel	Melissa Anderson, P.E.	2001004552 MO	**Project Professional Engineer**	**$241.39**	**/hr**
Architect Associate III (10-15)				**$67.25**	**/hr**
Engineering Associate I (0-5)				**$90.43**	**/hr**
Professional Engineer V (20-25)				**$188.25**	**/hr**
Administrative Specialist I (4-8)				**$59.93**	**/hr**
Administrative Specialist IV (15-20)				**$73.86**	**/hr**

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ATTACHMENT E

PROJECT COST RESOURCES, INC.
410 West Grand Parkway South, Suite 390
Katy, Texas 77494

October 2, 2020

MWM DesignGroup
305 E Huntland Dr. Suite 200,
Austin, Texas 78752

RE: Branch Library Renovations, City of Austin

Dear Mr. Owen Harrod:

This letter is to confirm that Project Cost Resources, Inc. is pleased to provide MWM DesignGroup with Cost Estimating services for the above-referenced project.

Project Cost Resources will provide a budget estimate for the Old Quarry Branch Library, Little Walnut Creek Library, Menchaca Road Branch Library, Willie Mae Kirk Library and Saint John Branch Library. We look forward to working with you and the City of Austin.

PCR's fee is $5,409.68

Sincerely,

Project Cost Resource, Inc.
Firm Name

Belinda Williams

Signature

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City of Austin
Branch Library Renovation

PROJECT COST RESOURCES FEE PROPOSAL

PROJECT BASIS: Budget Estimates - 5 Library / 1 ea.

PREPARED FOR: Mr. Owen Harrod

PREPARED BY: Belinda Williams

April 16, 2020 Revised 10-29-2020

Budget Estimate - Old Quarry Branch (8,300sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	2.00	$ 129.01	$ 258.02	
Subtotal		***7.00***			***$ 1,121.57***

Budget Estimate - Little Walnut Creek Branch (11,000sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.01	$ 129.01	
Subtotal		***6.00***			***$ 992.56***

Budget Estimate - Manchaca Branch (14,500sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	4.00	$ 196.65	$ 786.60	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	3.00	$ 129.01	$ 387.03	
Subtotal		***9.00***			***$ 1,447.23***

Budget Estimate - Willie Mae Kirk Branch (10,869sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager - Civil - Structural/ VP	2.00	$ 136.80	$ 273.60	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.01	$ 129.01	
Subtotal		***6.00***			***$ 992.56***

Budget Estimate - Manchaca Branch (14,500sf)	DISCIPLINE	HOURS	RATE	SUBTOTAL	PHASE TOTAL
Belinda Williams	Senior Estimator	3.00	$ 196.65	$ 589.95	
Greg Edwards	Cost Manager -Civil Structural/ VP	1.00	$ 136.80	$ 136.80	
Bob Hansen	Senior Estimator - MEP / Sr VP	1.00	$ 129.01	$ 129.01	
Subtotal		***5.00***			***$ 855.76***

Total Fees ***$ 5,409.68***

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CATEGORY 1 LOADED HOURLY RATE SHEET for:

Project Cost Resources, Inc.

CCO Approved Rate Period:
3/15/2020 -- 3/14/2021

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Belinda Williams		**Principal**	**$196.65**	**/hr**
Key Personnel	Gregory Edwards		**Cost Manager - Vice President**	**$136.80**	**/hr**
Key Personnel	Robert Hansen		**Senior Estimator - Sr. Vice President**	**$129.01**	**/hr**
Key Personnel	Larry Hooker		**Estimator**	**$68.30**	**/hr**

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Attachment 4

QUALITY CONTROL PLAN

PROJECT SPECIFIC

ALL SECTIONS MUST BE EDITED BY CONSULTANT TO MEET SPECIFIC PROJECT NEEDS.

Date: Click here to select date.

The City of Austin (COA) requires detailed responses on this Quality Control Plan (QCP) for the Consultant's performance of all work on the following Project:

Project Name: Click to enter response.

Location: Click to enter response.

Solicitation #: Click to enter number (CLMxxxx).

CIP ID #: Click to enter response. Contract #: Click to enter number (MA/CT/DO).

COA PM: Click to enter response. COA Sponsor Dept.: Click to enter response.

The Work consists of: Click to enter response.

Consultant Name: Click to enter response.

Consultant Contact Information: Click to enter name.
Click to enter address line 1.
Click to enter address line 2.
Click to enter phone/email.

Consultant's TBPE and/or TBAE firm number: Click to enter response.

This QCP document has been reviewed by a Principal of the Consultant Firm and members of the Project Design Team (PDT) and Independent Technical Review Team (ITRT). By signing below, the Consultant is certifying compliance with this QCP.

Principal Signature	PDT Signature	ITRT Signature
Click to enter name. Principal Printed Name	Click to enter name. PDT Printed Name	Click to enter name. ITRT Printed Name

1. Management/Organization Structure

a. An organization chart is attached to this QCP and it demonstrates the independence of the ITRT from the PDT, identifies if the ITRT is internal or external to the design consulting firm, and shows the ITRT reporting to a management level equal to (or higher than) the PDT: ☐ Yes

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b. Resumes for all members of the ITRT are attached to this QCP and establish that ITRT members have proper credentials and QA/QC experience: ☐ Yes

c. New resumes for ITRT staff member will be provided during the project if the ITRT staff members identified in this QCP change: ☐ Yes

2. Quality Control Procedures and Documentation

a. Describe the QAQC communication plan below, including how problems will be identified, tracked, followed-up on, and resolved. It includes details of the procedures for QC design checks and reviews, specifically addressing the correct application of methods, validity of data/assumptions, accuracy of calculations, completeness of documentation, and special project components.

Click here to enter response.

b. Describe how the ITRT will confirm that the design documents meet the COA's needs and result in a project that is biddable, constructible, operable, environmentally sound, and cost effective.

Click here to enter response.

c. COA will be able to track, using QCP records, each executed step of the QAQC process, and all of the Consultant's files will be auditable and available to COA upon request: ☐ Yes

3. Schedule

Provide a design schedule below (or attached) that is realistic, detailed, and reflects an accurate understanding of all work and review elements of this project. Include the following:

- Sequence of tasks to be completed within the time period specified by COA
- Type and frequency of submittals consistent with the Supplemental Agreement
- Design submittal dates to COA and time for revisions to Consultant's internal QA/QC comments prior to submittals to COA
- Time for all applicable COA reviews (Project Management Division, Quality Management Division, Development Services Department, Sponsor Department, etc.)

Click here to enter response.

NOTE: At the completion of the project, a certified statement signed by a Principal of the Consultant Firm, and a member of both the PDT and the ITRT is required to be submitted to COA verifying compliance with this QCP for all phases of the project.

Upon completion of this form, please email the QCP to the **COA Project Manager** assigned to this project and copy the **Quality Management Division** at QMD@austintexas.gov. If you have any questions regarding the QCP form, you may contact the Quality Management Division at QMD@austintexas.gov.

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Attachment 5 - Resource Allocation Plan (RAP)

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase						
	$92,134.01	12/1/2020	3/31/2021	0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$92,134.01			0.0%	0.0%	0.0%
B. Design Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
D. Construction Phase	$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total	$0.00			0.0%	0.0%	0.0%
Reimburseable Expenses	$250.00					
Project Total	$92,384.01			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

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Attachment 6 - Maximum Not-to-Exceed Contract Amounts by Phase

PHASE A: PRELIMINARY PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE A TOTAL*	$92,134.01
PHASE B: DESIGN PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE B TOTAL*	$0.00
PHASE C: BID-AWARD-EXECUTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE C TOTAL*	$0.00
PHASE D: CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE D TOTAL*	$0.00
PHASE E: POST-CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount Maximum Cost	*PHASE E TOTAL*	$0.00
ADDITIONAL COSTS		
	ADDITIONAL COSTS TOTAL	$0.00
REIMBURSABLE COSTS		
	REIMBURSABLE COSTS TOTAL	$250.00
	MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT	**$92,384.01**

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Attachment 7

Design Package Completeness Check List

The following documentation must be submitted with 30%, 60%, and 90% design packages. Please note that you may be required to submit other milestone documentation in accordance with your Project Specific Quality Control Plan and the approved Supplemental Agreements.
Submittal Form: PER
Opinion of Probable Cost (PDF)
Properly Released PER
Submittal Form: 30%
Properly Released 1/2 Hard Copy of Drawings
Properly Released Drawings (PDF)
Properly Released Geotech Report (PDF)
Properly Released Cost Estimate (PDF)
Properly Released Ph. 1 Env. Report (PDF)/ or provide email from Steve N.
Submittal Form: 60%
Properly Released Geotech Report (PDF)
Properly Released 1/2 Hard Copy of Drawings
Properly Released Drawings (PDF)
Special Specs/Provisions (PDF)
Table of Contents (PDF)
Properly Released Cost Estimate (PDF)
Response to QMD 30% Comments (Excel)
Properly Released Ph. 1 Env. Report (PDF)/ or provide email from Steve N.
Submittal Form: 90%
Properly Released Geotech Report (PDF)
Properly Released 1/2 Hard Copy of Drawings
Properly Released Drawings (PDF)
Properly Released Project Manual (PDF) / Special Specs/Provisions (PDF)
Properly Released Cost Estimate (PDF)
Response to QMD 60% Comments (Excel)
LD Calculation Form (PDF or Excel)
Submittal Form: 90% Response to Comments 1
Any revised/affected documents
Response to QMD 90% Comments (Excel)
Submittal Form: 90% Response to Comments 2 and beyond
Any revised/affected documents
Response to QMD 90% Comments (Excel)