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July 2, 2009

Joseph N. Latteo
Facilities Director
Williamson County
3101 S.E. Inner Loop
Georgetown, Texas 78720-2366

Re: Solar Panel Investigation

Mr. Latteo,

F.E.U.L.S., Inc. proposes to provide Professional Engineering services for the above referenced project. These services will include, but not be limited to the following:

SCOPE OF SERVICES

Phase 1:

Conduct a preliminary investigation for utilizing solar panels to provide preheating and/or hot water at the Williamson County Academy/Juvenile Detention Center located at 1821 S.E. Inner Loop, Georgetown, Texas 78626.

F.E.U.L.S., Inc. will provide a written summary of the preliminary evaluation.

The services will be performed in a professional manner within 60 business days following the execution of this proposal by Williamson County ("Owner").

OWNER RESPONSIBILITY

The following items are the responsibility of the Owner:

1. Provide access to facility.
2. Communications with Engineer when needed.
3. Copies of architectural drawings in AutoCAD format, Version 2004 or greater.
4. Copies of Utility Bills (last two years).
5. Schedule of Occupancy.

ADDITIONAL WORK

Any additional work not listed above will be handled on a time and materials basis in accordance with the rates as shown on the attached fee schedule; provided, however, F.E.U.L.S., Inc. shall not perform any additional work without first obtaining Owner's written approval to perform such additional work.

BASIS OF COMPENSATION

Services shall be billed hourly in accordance with the attached 2009 Standard Billing Rates, with a not to exceed amount of Five Thousand Dollars (\$5,000) without prior written approval from Williamson County representative.

Invoices will be submitted on a bi-weekly basis. Owner's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Owner within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Owner shall notify F.E.U.L.S., Inc. of the discrepancy. Following Owner's notification of any discrepancy as to an invoice, F.E.U.L.S., Inc. must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Owner shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Owner's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Owner can terminate the contract for convenience and without cause or further liability upon seven (7) days written notice to F.E.U.L.S., Inc. In the event of such termination, it is understood and agreed that only the amounts due to F.E.U.L.S., Inc. for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience. In the event of early termination of the project, the Engineer shall be compensated at the standard billing rates. Furthermore, as to expenses, the Owner will be responsible for all incidental and reimbursable costs that are incurred as of the date of Owner's early termination, plus a markup of 7.5%. For purposes of this proposal, reimbursable costs shall be considered costs such as vehicle mileage, copying, printing or plotting

services, photography and development. Any mileage reimbursement shall not exceed the official IRS mileage rate, currently \$0.55 per mile.

The attached standard billing rates are good for one year from the date of this contract. Fixed fees and billing rates are adjusted yearly.

LIMITATION OF LIABILITY

The Owner and the Engineer have discussed their respective risks, rewards, and benefits of the Project, and the Engineer's total fee for services, and have allocated the risks such that to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, of the Engineer, his employees, agents, and subconsultants to the Engineer or to anyone claiming by, through or under the Engineer, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Engineer or his employees, agents, and subconsultants, shall not exceed the total amount of actual damages incurred by Owner.

RELATIONSHIP OF THE PARTIES

In the performance of the services to be performed hereunder, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

OWNER'S RIGHT TO AUDIT

F.E.U.L.S., Inc. agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and photocopy any and all books, documents, papers and records of F.E.U.L.S., Inc. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. F.E.U.L.S., Inc. agrees that Owner shall have access during normal working hours to all necessary F.E.U.L.S., Inc. facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give F.E.U.L.S., Inc. reasonable advance notice of intended audits.

APPROPRIATION OF FUNDS BY OWNER

F.E.U.L.S., Inc. understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or

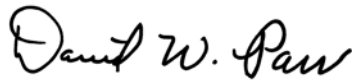
other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

COMPLAINTS

The Texas Board of Professional Engineers located at 1917 IH 35 South Austin, TX 78741-3702, has jurisdiction over complaints regarding the professional practices of persons registered as Professional Engineers in the State of Texas.

If this meets with your approval, please indicate by signing in the space provided below and returning, to our office. Once signed and returned to our office, this will constitute an agreement between the parties and we will commence work upon notice to proceed.

Respectfully Submitted,



David W. Parr, P.E.
Principal

Authorized by:

Signature

Printed Name & Title

Date

FEE SCHEDULE

Office:

Category	Rate
Principal	\$125.00
Sr. Project Manager	\$105.00
Sr. Engineer	\$ 98.00
Project Coordinator	\$ 75.00
Engineer	\$ 72.00
Controls Engineer	\$ 85.00
Sr. Designer	\$ 65.00
Designer	\$ 55.00
AutoCAD Tech	\$ 55.00
Clerical	\$ 30.00

Direct & Reimbursables:

Long Distances Travel - Airfare, Lodging, Blueprints, checkprints, copies. Etc. Will be billed at cost plus 7.5%. Mileage will be billed at the current IRS mileage rate.

Invoices will be submitted bi-monthly, based on time expended and expenses incurred.