



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

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February 18, 2014

Williamson County Facilities Dept.
Georgetown Texas
512-943-1636

ATTN: Dale Butler, Gary Wilson

RE: Splash Park at the Williamson County Southwest Regional Park being located at 219 Perry Mayfield Road, Leander, Texas 78641 (the "Splash Park") - Pump VFD Investigation

This letter of proposal is for professional engineering services for the Splash Park – Pump VFD Investigation Project and same shall become an agreement with the parties being contractually bound to its terms upon complete execution herein below. The fee will be hourly due to unknown scope. This agreement, hereinafter referred to as the Agreement, is between HCE, herein known as the Engineer and Williamson County, herein known as the Owner.

We are pleased to submit this letter of Agreement for mechanical, plumbing and electrical engineering to include:

- a. Meet with Owner's staff to discuss Pump VFD Problem at the Splash Park.
- b. Review existing Drawings of Splash Park as provided by Owner.
- c. Site Visits for field investigation as required.
- d. Investigate VFD Pump Problem.
- e. Owner's staff available as needed on site for opening gear.
- f. Some items not covered under Engineer's hourly rates are list below. These items may not be needed. All costs are limited by the not to exceed fee listed in this Agreement.
- g. 3rd Party Electrical Contractor for working live gear, Data Logging Cost, Thermal imaging cost will be billed as a reimbursable as needed, only if they are required.

Items **not** included in base fee are listed below. These items shall be considered additional services and Owner must approve of them in writing and in advance to such items being provided:

- a. Detailed cost estimating services or independent cost estimating by a third party.
- b. Printing costs if needed will be billed as reimbursable.

For these services we propose a Not to Exceed Fee of \$ 27,000.000 based upon the hourly rates set forth below.

The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to Engineer. The contract documents should not be considered complete until all drawings have been revised to reflect all comments received from the local plan review personnel.

As is standard, all Cad disks with backgrounds and title blocks are to be furnished by the Owner. All expenses such as long distance telephone calls, travel, delivery charges, printing costs, Thermal Imaging, Data Logging, 3rd party Electrical Contractor Cost etc., will be billed as reimbursable expenses at actual cost.

Owner may terminate this Agreement upon seven (7) days written notice to Engineer, for cause or for convenience, by notice in writing to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, showing, in detail, the services performed reimbursable expenses incurred under this Agreement to the date of termination. Owner shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made, plus reimbursable expenses incurred. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to Owner if this Agreement is terminated.

HCE SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS OWNER, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF HCE OR ANY OF ITS EMPLOYEES, AGENTS, AGENTS' EMPLOYEES AND SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

Billing will be hourly. During the performance of the services provided for in this Agreement, monthly payments shall be made based the services which have been performed. On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, Engineer shall submit an invoice to Owner, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus actual costs of reimbursable expenses incurred. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to Owner or whether they are the basis of invoices from subcontractors for which the Engineer seeks reimbursement from Owner, the charges shall be accompanied by an affidavit signed by an officer of that subcontractor certifying that the work was performed, it was authorized by Owner and that all information contained in the invoice that is being submitted is true and correct.

The Owner shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The Owner shall pay each statement within thirty (30) days after the Owner's approval; provided.

Furthermore, Engineer agrees to maintain, for a period of three (3) years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, the total amount billed for all persons and detailed records identifying reimbursable expenses incurred, and provide such other details as may be requested by the Williamson County Auditor for verification purposes. Engineer agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer shall retain its records within the boundaries of Williamson County and further agrees that Owner shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

The services will be billed hourly at the following rate schedule. Furthermore, any changes in the above described scope of services, as approved in advance and in writing by Owner, after completion of documents or requested additional services will also be billed hourly at the following rate schedule.

ENGINEERING SERVICES	RATE
PRINCIPAL	\$165.00
ENGINEERS	\$140.00
PROJECT MANAGER	\$125.00
SR. DESIGNER	\$105.00
COMPUTER AIDED DESIGNER	\$ 75.00
DESIGNER I	\$ 70.00
ADMINISTRATIVE/CLERICAL	\$ 60.00

The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions and programs in

connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Owner's designated representative shall be:

Dale Butler
Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
dbutler@wilco.org
Phone (512) 943-1609

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. Upon complete execution hereof, this Agreement shall be effective as of the date of the last party's execution below.

Your business is appreciated.

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis, County Judge

DATE: _____

HCE

BY: Byron Hendrix

DATE: 2/28/14

BJH/km