



March 13, 2019 (revised)

Williamson County  
3101 SE Inner Loop Rd.  
Georgetown, Texas 78626

ATTN: Dale Butler

RE: Jester Annex – HETD Equipment Change out

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on this budget and scope description. This agreement is between HCE, herein known as the Engineer and Williamson County, herein known as the Owner.

**SCOPE:**

- Review electrical voltage at site
- Discuss options based on findings
- Provide custom HETD unit selection/design based on previous site issues

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

- A. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents. Our scope includes incorporating final review comments from the local authorities.
  1. Mechanical Plans and Details, Schedules and Specifications
  2. Plumbing Plans and Detail, Schedules and Specifications
  3. Power Plans and Details, Schedules and Specifications
- B. Review submittals and process addendums.
- C. Answer questions during Construction Phase.
- D. Site visits during construction phase during appropriate times as directed by the Owner.

Items **not** included in base fee:

- A. Detailed cost estimating services or independent cost estimating by a third party.
- B. Energy/Utility modeling of the building.
- C. Printing costs. HCE to provide originals only for printing purposes at various phases.
- D. Voice/Data system design.
- E. Access Control/Security System design.
- F. LEEDS/Green Building programs is not included in base MEP Fee and will be billed hourly unless another agreement is made.

- G. Site gas coordinated by Civil Engineer.
- H. Structural light pole bases by Structural Engineer.
- I. Engineered Commissioning is not included in base Engineering Fee. May be added by separate agreement. (Commissioning is required by Energy Code on buildings with more than 40tons of Air Conditioning.)
- J. Energy Re-sale load forms and Energy Rebate forms not included, will be billed hourly.
- K. Electronic as-builts not included, may be added hourly or by separate agreement.

For these services we propose lump sum fee of **\$4,900**

The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to HCE. 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 files 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, etc., will be billed as a reimbursable expenses at cost in accordance with the Williamson County Vendor Reimbursement Policy

Billing will be according to the percentage of completion of the project.

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

### **Williamson County Contract Language Amendment Request**

- **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 licensee'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.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** SERVICE PROVIDER agrees that licensee 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

SERVICE PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SERVICE PROVIDER agrees that licensee shall have access during normal working hours to all necessary SERVICE PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give SERVICE PROVIDER reasonable advance notice of intended audits.

HCE Submittal Requirement. Electronic submittals will be accepted as listed in specification. Transmission of Electronic Submittals must follow specification requirements.

Any changes, as approved in writing, after completion of documents or requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$220.00
SR. ENGINEER	\$185.00
ENGINEER (P.E.)	\$160.00
ENGINEER (EIT)	\$150.00
PROJECT MANAGER	\$150.00
SR. DESIGNER	\$120.00
COMPUTER AIDED DESIGNER	\$ 90.00
DESIGNER I	\$ 80.00
ADMINISTRATIVE/CLERICAL	\$ 70.00

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.

Engineer will maintain a professional E & O Policy with minimum \$1,000,000 coverage during the term of the project.

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. We will then execute the agreement and send you a signed copy.**

Your business is appreciated.

Williamson County

BY: \_\_\_\_\_

HCE

BY:  \_\_\_\_\_

DATE: \_\_\_\_\_

BJH/km

DATE: 3/14/2019