



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

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April 10, 2012

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

ATTN: Gary Wilson

RE: Hourly Rates

This letter of proposal is for professional engineering services for the Williamson County Jail Booking Room HVAC Upgrades Project consisting scope defined below. This agreement is between HCE, herein known as HCE and Williamson County, herein known as the Owner.

## Scope:

1. Investigate and provide solution to Jail Booking Room AC being inadequate.
2. Assumption: existing system is chilled water air handler, no structural modifications required.

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.
- b. Coordinate with owner DDC provider.
- e. 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 Building is not included in base MEP Fee and will be bill hourly unless another agreement is made.
- g. Engineered Commissioning of Envelope and Mechanical System

For these services we propose a not to exceed the amount **\$ 5,500.00\*\*\***

\*\*\*If HCE sees that design solution time will exceed contract amount, HCE will stop work notify Owner and await instructions on how to proceed.

\*\*\* If unusual conditions are encountered then additional fees may be required but no additional work will begin until approved by the Owner.

The Owner is 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.

All expenses such as long distance telephone calls, travel, delivery charges, printing costs, etc., will be billed as

reimbursable expenses at actual cost.

Owner may terminate this agreement at any time, for cause or for convenience, by notice in writing to HCE. Upon receipt of such notice, HCE 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, HCE 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 HCE 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.

HCE Submittal Requirement. In order to expedite the submittal process, HCE requires 1(one) hardcopy of each MEP submittal for review and record purposes. HCE will then email submittal comment page. Electronic submittals will not be accepted/reviewed, electronic submittals may be acceptable for owner record purposes. If the contractor is unable to provide a hard copy per specification requirements. HCE's rate schedule for printing cost for all submittals not sent as a hard copy are as follows:

-8.5 x 11 = \$0.50 per sheet minimum \$20.00 per submittal  
-large format = \$12.00 per sheet minimum \$30.00 per submittal

These fees must be paid prior to release of retainage in contract.

During the performance of the services provided for in this agreement, monthly payments shall be made based upon that portion of the services which has been completed. On or about the last day of each calendar month during the performance of the services to be provided under this agreement, HCE shall submit a sworn statement 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 HCE seeks reimbursement from Owner, the charges shall be accompanied by an affidavit signed by an officer or principal of the HCE 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, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the HCE to the point indicated by such statement or of receipt or acceptance by Owner of the services covered by such statement.

Furthermore, HCE 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. HCE 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 HCE which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HCE 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 HCE 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 HCE reasonable advance notice of intended audits.

Services will 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

HCE 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.

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: 

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Dan A. Gattis, County Judge

DATE: 04-19-2012

HCE

BY: 

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DATE: April 10, 2012