



211 HIGHLAND CROSS ROAD • SUITE 220 • HOUSTON, TEXAS 77073  
PHONE: (281) 209-1724 • FAX: (281) 209-2724 • TOLL FREE (800) 966-8088

August 8, 2016

Ms. Sue Saunders  
Tyler County Treasurer  
Tyler County  
100 W. Bluff Street  
Room 105 Courthouse  
Woodville, Texas 75979

Re: Proposal to Provide Professional Engineering/Consulting Services  
Roof Condition Assessment: 4 Tyler County Buildings  
Woodville, Texas  
PCI Proposal No. 3871.16 Revision No. 2

Dear Ms. Saunders:

We are pleased to submit our revised proposal to provide professional engineering consulting services for the above-referenced project. Enclosed is a copy of our Proposal for Professional Services on this project. Please execute the signature page within this proposal or issue appropriate documents to our office to serve as formal authorization for us to proceed with the scope of services outlined herein. We are prepared to begin work immediately upon receipt of written authorization to proceed.

We trust that our proposal is satisfactory and look forward to the opportunity to serve Tyler County on this important project. Please contact our office if you have any questions, or if we can be of service in any other way.

Best regards,

PRICE CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'John R. Fox', is written over a light blue horizontal line.

John R. Fox  
Business Development



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**PROPOSAL TO PROVIDE  
PROFESSIONAL ENGINEERING  
CONSULTING SERVICES**

**FOR**

**4 TYLER COUNTY BUILDINGS  
WOODVILLE, TEXAS**



**PREPARED FOR  
TYLER COUNTY  
100 W. BLUFF STREET  
WOODVILLE, TEXAS 75979**

**PCI PROPOSAL NO. 3871.16 REVISION NO. 2  
AUGUST 8, 2016**



## PROPOSAL TO PROVIDE PROFESSIONAL SERVICES

**CLIENT:** TYLER COUNTY  
**DATE:** AUGUST 8, 2016  
**PROJECT:** PROFESSIONAL ENGINEERING CONSULTING SERVICES  
4 TYLER COUNTY BUILDINGS  
WOODVILLE, TEXAS

**PROPOSAL NO:** 3871.16 REVISION NO. 2

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### PROJECT INFORMATION

Price Consulting, Inc. (PCI) is pleased to submit our revised proposal to provide a roof condition assessment of the existing roofs on the following Tyler County owned buildings. Our proposed scope of services for this assessment is outlined herein.

### ITEM NO. 1: ROOF CONDITION ASSESSMENT

PCI proposes to provide the following services

- Review facility leakage and maintenance history.
- Review of available construction documents, drawings, and specifications.
- Perform a limited visual survey of accessible roof components and installation details.
- Infrared Thermographic Moisture Survey
- Document the type of and condition of roof system and related components.
- Perform roof core sampling.
- Provide condition assessment report including:
  - Summary of existing conditions and construction
  - Project recommendations
  - Evaluation of repair and replacement/renovation alternatives
  - Recommended budgets
  - Annotated Roof Plans
  - Photographs





**TYLER COUNTY  
4 TYLER COUNTY BUILDINGS  
WOODVILLE, TEXAS**

| <b>Tyler County Building:</b> | <b>Location</b>              | <b>Approximate Square Feet:</b> | <b>Total Fees:</b> |
|-------------------------------|------------------------------|---------------------------------|--------------------|
| Tyler Count Courthouse        | 100 W. Bluff                 | 9,000 SF                        | \$1,800            |
| Criminal District Attorney    | 100 W. Bluff, Annex Building | 2,100 SF                        | \$1,400            |
| County Clerks                 | 116 S. Charlton Street       | 5,200 SF                        | \$1,600            |
| Tyler County Annex            | 1001 W. Bluff                | <u>7,600 SF</u>                 | <u>\$1,600</u>     |
|                               | <b>Total</b>                 | <b>23,900 SF</b>                | <b>\$6,400</b>     |

**PROPOSED SCHEDULE OF HOURLY RATES**

Billing rates for hourly reimbursable work items for work performed shall be as follows:

| <u>Discipline</u>             | <u>Straight Time</u> | <u>Overtime</u> |
|-------------------------------|----------------------|-----------------|
| Architect/Engineer/Consultant | \$200.00/hour        | N/A             |
| Project Manager               | \$180.00/hour        | N/A             |
| Inspector                     | \$ 70.00/hour        | \$85.00/hour    |
| CADD Department               | \$ 65.00/hour        | \$75.00/hour    |
| Clerical                      | \$ 50.00/hour        | \$55.00/hour    |

**ADDITIONAL SERVICES**

This proposal is based upon the outlined project scope of services. Major project revisions outside of PCI's control or responsibility that require rework of completed work, more extensive work than originally agreed upon, or extension of the contract time will be considered additional services.

If directed by Client to provide additional engineering consulting or inspection services not covered above, such services shall be provided at the rates outlined herein. A directive will be issued in writing with compensation established by Change Order to this Agreement.

**REIMBURSABLES**

Direct reimbursable project expenses, when not included in the fee, shall include supplies for the project, reproduction costs, photography costs, mileage at current Internal Revenue Service (IRS) rates, parking, insurance waivers of subrogation and additional insured certifications, special consultants, contractor services, and testing services, all of which shall be billed at cost plus ten percent handling fee.

### **TERMS AND CONDITIONS**

This proposal is valid for sixty days. This proposal is based upon a mutually agreeable work schedule. PCI reserves the right to assign personnel on an "as available" basis.

All reports, drawings, specifications, and computer diskettes remain the property of Price Consulting, Inc. Copies retained by the Client shall be utilized only for Client's exclusive internal use, reliance, and occupancy of the project, not for the purpose of construction of any other projects. Any unauthorized use or distribution of Price Consulting, Inc.'s work shall be at Client's and recipient's sole risk and without liability to Price Consulting, Inc.

Billing Rates as stated herein are valid through December 31, 2016 or duration of project. Fees for work performed beyond this date will be based upon Billing Rates in effect at the time the work is performed.

PCI invoices are due upon receipt. Accounts unpaid for sixty days from the date of invoice may be cause for PCI to suspend performance under this Agreement upon a fourteen day written notice, unless payment in full is received within fourteen days from the date of the written notice. In the event of suspension of services, PCI shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services for nonpayment. Acceptance by PCI of any payment more than sixty days old shall not serve as a waiver of PCI's contractual right to suspend services for nonpayment.

### **LIMITATION OF LIABILITY/WARRANTIES**

Price Consulting, Inc. will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality at the time of service.

Price Consulting, Inc. shall not be liable or responsible for, and it shall be saved and held harmless by Client from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for any damage to or loss of property, arising out of or attributed directly or indirectly to the performance of this contract.



**TYLER COUNTY  
4 TYLER COUNTY BUILDINGS  
WOODVILLE, TEXAS**

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Client agrees that Price Consulting, Inc. shall provide only the services set out herein and that Price Consulting, Inc. makes no warranties, express or implied in our proposal or our oral or written reports, with respect to products or their fitness for a particular purpose. Client agrees to look solely to the warranties made by the Contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said products.

Any representations, recommendations, opinions, or conclusions relating to the work performed by Price Consulting, Inc. must be made in writing by duly authorized Price Consulting, Inc. representatives. Price Consulting, Inc. will not be bound by any oral representations, recommendations, opinions, or conclusions.

Client agrees to indemnify Price Consulting, Inc. for any expenses which Price Consulting, Inc. may incur as a result of Client's negligence or of negligence of any Contractor hired by Client.

**HAZARDOUS MATERIALS**

PCI does not have responsibility or liability for identifying, testing, and/or other consulting services related to hazardous materials such as including, but not limited to, the following: asbestos, lead paint, mold, etc., which are the sole responsibility of the Client/Owner.

**ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the Client by Price Consulting, Inc. and contains all of the covenants and agreements between the parties with respect to such transaction in any manner whatsoever. However, if you wish to authorize our services via a separate contract or purchase order, please reference this proposal in said document and forward a copy of the terms and conditions to us for review.

**CHOICE OF LAW/VENUE**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Harris County, Texas.





**TYLER COUNTY  
4 TYLER COUNTY BUILDINGS  
WOODVILLE, TEXAS**

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**ACCEPTANCE**

The terms and conditions of this proposal are accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TYLER COUNTY  
WOODVILLE, TEXAS**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRICE CONSULTING, INC.  
HOUSTON, TEXAS**

\_\_\_\_\_  
John R. Fox  
Business Development  
August 8, 2016

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Karl A. Schaack, P.E., RRC  
President