

112

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a contract for architectural, mechanical, electrical, and plumbing engineering services with Alpaca Energy Solutions, INC. for improvements at County facilities located at 401-A Broadway in San Marcos and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 30, 2013	\$6,600

LINE ITEM NUMBER

120-675-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY

Clint Garza

SPONSOR

COBB

CO-SPONSOR

INGALSBE

SUMMARY

During the FY 13 budget process the court discussed future improvements to the Health Department building located at 401-A Broadway in San Marcos, TX. These changes will increase the number of patient rooms, combine administrative work areas, and contribute to the efforts Hays County is making to better serve the public through the Health Clinic and the partnership with Live Oak Health Partners.

ALPACA

ENERGY SOLUTIONS, INC.

April 17, 2013

Attn: Cindy Maiorka
712 S. Stagecoach Trail
Suite 1071
San Marcos, TX 78666.

Re: Hays County Medical Office
San Marcos, Texas

This agreement is between Alpaca Energy Solutions, Inc., herein known as the Engineer
Hays County, herein known as the Owner.

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

A. Architectural Services

1. Architectural services to include layout of spaces as required for client use with consultation to arrangement.
2. Design of plans and interior finish elevations as required.
3. Design of documents for compliance with TAS.

B. Mechanical, Electrical and Plumbing Services

4. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents for the referenced project, consisting of approximately 4,000 square feet of building housing medical offices.
5. Design of electric services to the building in coordination with the existing building services and the electric utility, as required.
6. Design of interior lighting in coordination with the Architect/Owner.
7. Design of HVAC systems for the spaces for 75 deg. F. interior temperature unless directed otherwise.
8. Design of plumbing systems from to utilities within the building based upon information provided by others.
9. Specifications will be in abbreviated form on the plans.
10. Provide ComCheck Energy Calculations as required by the City of San Marcos.
11. Support through Plan Review process and permitting.
12. Site visits, if requested, to verify compliance with plans and specifications will be billed at the hourly rates stated herein.

For these services, we propose a lump sum fee of **\$6,600.00.**

3532 Bee Caves Road
Suite 111
Austin, Texas 78746

TEL. (512) 328-8999
FAX. (512) 328-8906
E-mail: aperry@alpacaenergy.com

Note: The fee includes 3 coordination meeting for architectural and MEP with Hays County representative.

The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to Alpaca Energy Solutions, Inc. 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 Architect. All expenses, such as long distance telephone calls, delivery charges, printing costs, etc., will be billed as reimbursable expenses with a 1.10 multiplier.

Billing will be according to the percentage of completion using the following guidelines:

100% Completion of Final Design Construction Documents

Payments are due 15 days from billing date. Late payments will bear interest at the rate of 1.5% per month or the highest allowed by law. All legal fees required for the collection of any outstanding amounts are also due and payable.

Changes after the completion of documents or requested additional services will be billed hourly at the following rate schedule:

Principals/Engineers.....	\$150.00 per hour
AutoCAD Designer.....	\$ 75.00 per hour
Administrative/Clerical.....	\$ 45.00 per hour

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.

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 agrees to limit the Engineer's liability to Owner; and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$25,000.00 or the Engineer's total fee for services rendered on this project, whichever is less.

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In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Alpaca Energy Solutions, Inc., the undersigned covenants and agrees that all such drawings and data are instruments of service of Alpaca Energy Solutions, Inc., who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by Alpaca Energy Solutions, Inc. to the undersigned are submitted for an acceptance period of 30 days. Any defects the undersigned discovers during this period will be reported to Alpaca Energy Solutions, Inc. The undersigned further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject as noted above. The undersigned agrees to waive all claims against Alpaca Energy Solutions, Inc. resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than Alpaca Energy Solutions, Inc.

In addition, the undersigned agrees, to the fullest extent permitted by law, to indemnify and hold Alpaca Energy Solutions, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Alpaca Energy Solutions, Inc. or from any reuse of drawings and data without the prior written consent of Alpaca Energy Solutions, Inc.


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

Your business is appreciated.

Hays County
Authorized Representative

Alpaca Energy Solutions, Inc.

Signature:  _____

Signature:  _____

Printed Name: BERT COBB, M.D.

Printed Name: Allen Perry, P.E.

Date: 4-30-2013

Date: 17 April 2013

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