

RESOLUTION NO. 48-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLUTE, TEXAS
APPROVING A LETTER OF ENGAGEMENT WITH HAAG ENGINEERING FOR
SERVICES AT FIRE STATION NO. 1**


WHEREAS, the City of Clute, needs professional services related to construction defects at Fire Station No. 1; and

WHEREAS, after discussions and referral from several sources Staff requested a Letter of Engagement from Haag Engineering of Houston.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLUTE, TEXAS THAT:

The attached Letter of Engagement for Engineering Services at Fire Station No. 1 is hereby approved and the Mayor and/or City Manager are hereby authorized to sign on the City's behalf.

READ, PASSED AND ADOPTED THIS 22nd DAY OF OCTOBER, 2020.



Calvin Shiflet, Mayor

ATTEST:



Rosie Poitevint, City Clerk



1410 Lakeside Pkwy., Ste. 100	800.527.0168
Flower Mound, Texas 75028	214.614.6500
HaagEngineering.com	214.614.6501 fax

October 19, 2020

City of Clute
108 E. Main
Clute, TX 77531

Attention: Jerry Hayslip

Re: City of Clute Fire/EMS Station No. 1
Clute, TX 77531
Client File: N/A
Haag File: 0220000417

The purpose of this letter is to confirm our acceptance of the captioned assignment and outline the nature of the engagement between you and Haag Engineering Co. (hereinafter referred to as "Haag", "we", or "us"). We understand the purpose of our work is:

EVALUATE DESIGN, INSTALLATION, AND OPERATION OF THE HVAC SYSTEMS.

If the indicated scope of the engagement has not been accurately stated, please contact us immediately with clarification. Please provide us with all relevant information related to the engagement. Depending on the nature of work involved, it may be necessary for Haag to retain the services of other Haag Global, Inc. subsidiaries. At any time, should you believe there is or appears to be a conflict for Haag or any of Haag Global, Inc.'s subsidiaries to provide services under this engagement you agree to immediately notify us of such a conflict so that it may be addressed. Services retained on your behalf will be itemized separately on our invoice, unless you request to be invoiced by the respective subsidiary directly.

In accordance with your instructions, we will proceed with the work you have asked us to perform on the above referenced matter. At the completion of the work, we will report our findings to you (or to whomever you designate). You hereby acknowledge that Haag's work is being performed as an independent contractor/professional consultant; and its engineers and staff are not acting as your agents and are not to be deemed your employees. **Haag does not perform insurance adjusting services.**

Haag's work product and written report, if requested, are solely for your use and at your request. This engagement is solely with you and any principals you may represent. Haag does not have a contract with, or obligation, or duty to any other person not a part of your company or principals that your company may represent. Haag's efforts will in no way be performed for the benefit of any other party. If you furnish our report to any other party not associated with your company, we ask that you make it clear that Haag was engaged on your behalf and not for the other party.

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Payment for Haag's services shall not be in any way contingent upon the opinions, or lack of opinions, expressed orally or in any written communication or report. Further, payment for Haag's services shall not be contingent upon the results of any contract negotiation, claims settlement, appraisal, or arbitration. **The fees for Haag's services will be billed at our regular rates in effect at the time services are provided.** Currently, Haag time is charged in one-tenth (1/10) hour increments. If the rates for engineering fees change during the course of this assignment, you will be billed at the revised rates for the portion of work performed after the fee rate change. Current rates for engineers range from \$180 to \$395 per hour (depending on the level of experience of the engineer). All research, analysis, investigation, and travel time is billed at our current rate. You are responsible for direct expenses incurred related to the engagement including, but not limited to, travel expenses, outside services, laboratory testing, sample/evidence storage and applicable sales tax. Invoiced amounts are due and payable within 30 days of invoice date. **Please let us know if you would like a cost estimate of services on this assignment for budgetary purposes.**

A fee equivalent to 8 billable hours will be applied if an expert's trial appearance is cancelled with less than 24 hours' notice, plus any travel time incurred and any non-refundable travel expenses. A fee equivalent to 4 billable hours will be applied if an expert's deposition appearance is cancelled with less than 24 hours' notice, plus any travel time incurred and any non-refundable travel expenses.

A 1% interest charge will be applied monthly (12% annually) to unpaid invoices beginning at 15 days past due.

If samples/evidence need to be collected, applicable storage, disposal, and/or shipping charges will apply. Storage fees depend on size and weight. Please refer to the table below. If you elect to have Haag store samples/evidence, you will be billed in advance for the first 6 months, then in quarterly increments thereafter. A new Evidence Handling Instruction Form will be sent with each bill. You can either choose to continue storing, have the samples/evidence sent to you at your expense, or have the samples/evidence destroyed (disposal fees including technician time may apply).

If we do not receive a response from you to the initial or subsequent sample/evidence handling letters within 30 days or if fees are in arrears we will then send a follow-up letter. At 30 days from the follow-up letter, if we still have not received a response, the evidence will be sent to you at your expense, including the quarterly storage fee, all freight charges, and any involved technician time. If the samples/evidence is returned undeliverable, said samples/evidence shall be destroyed. You are hereby acknowledging that Haag shall not be liable for samples/evidence once they have left the premises.

Size	Monthly Fee (billed in advance)*
Initial Administrative Fee	\$100 – includes 45 days of storage
8x10 envelope	\$100 – stored for 10 years or life of file; includes initial administrative fee
Banker's box	\$25
½ pallet	\$50
1 pallet	\$75
Vehicles stored inside	\$500 (passenger vehicles; commercial to be quoted)
Larger than 1 pallet	To be quoted
Disposal	To be quoted

*Invoices will be quarterly unless otherwise directed by client.

Haag reserves the right to progress bill invoices on a 30 day basis for any file that exceeds that timeframe. Haag works diligently to provide all remaining charges for services on the final invoice. However, we do reserve the right to issue an additional invoice within a reasonable time to cover any remaining charges for this engagement discovered in our job close out process.

For all files, upon settlement or final resolution in the claim or case, you agree to immediately notify us in writing to ensure engagement work will cease and a timely final invoice is issued. You will be responsible for all services and charges incurred up to such notice.

This arrangement may be terminated by you or by Haag at any time upon written notice from one party to the other. You will be obligated to pay Haag's fees and all direct expenses incurred through the date of termination. In the event of termination, we will furnish to you all of our work product produced through the date of termination. We will cooperate with any consultant that you designate to continue the work and provide information, including samples (if applicable) that we have received during the scope of our engagement to such designated consultant.

You will inform us as to any deadline, deposition, or trial of which may be required under this engagement. You will provide us prompt notice of any *Daubert* or *Frye* motions, Motions in Limine, or other pre-trial motions made by other parties which attempt to restrict, exclude or in any way limit our testimony or participation in the referenced action.

Should you have comments or questions regarding Haag's work on this engagement, please do not hesitate to contact us.

Respectfully submitted,

Haag Engineering Co.