



Engineering Solutions

February 13, 2014

VIA HAND DELIVERY

Ms. Barbara Wilson
Village of Volente
16100 Wharf Cove
Volente, Texas 78641

**Re: Engineering Services Proposal
Booth Circle - Drainage and Roadway Improvements
TRE Proposal No. 14008**

Dear Ms. Wilson:

TRE & Associates, LLC (TRE) is pleased to present this proposal for engineering services in the preparation of the analysis and design associated with the necessary drainage and roadway improvements to mitigate existing runoff and erosion issues along Booth Circle. Based on site visits, it appears that the existing runoff from FM 2769 and Booth Circle converge at the existing storm sewer pipe located at the low point on the south side of Booth Circle. The turbulence at the headwall of the storm sewer pipe appears to be eroding the street embankment causing the road to narrow and possibly undermining the structural integrity of the pavement section. Furthermore, the outfall of the existing storm sewer pipe is directed onto the property located at 15971 Booth Circle, currently owned by Mr. Lorelei Brown (Brown Property), which has caused drainage issues in the past. The proposed improvements will need to include conveyance of the drainage discharge through the Brown property to avoid future encroachment of the drainage onto the Brown property while minimizing impact to existing structures. The drainage improvements plan will be broken up into two different phases of construction. Phase A will include drainage and roadway improvements along the south side of the Booth Circle right of way adjacent to the residence at 15809 FM Road 2769 currently owned by Mr. Robert Steichen (Steichen Property). Phase B will include improvements on the north side of Booth Circle adjacent to and within the Brown property. The planned improvements will attempt to eliminate the existing flooding and deterioration of the roadway.

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Based on the above, TRE presents the following Scope of Services:

Scope of Services

Survey Services

A field survey of the constructed improvements, right of ways, pavement location, drainage way, and preparation of an exhibit sealed by a licensed land surveyor. This survey will be used for Phases A & B. This item is estimated at \$2,500 and is a reimbursable expense.

Phase A:

- Completion of hydrology and hydraulic studies to verify calculation from the Jay Engineering Company revised drainage report dated May 2007 for the area south of the FM 2769 right of way near Booth Circle.
- Engineering design of street/shoulder improvements for the Steichen Property right of way side of Booth Circle. This will include culvert modeling and design up to the Brown property.

Phase B:

- Drainage way modeling and design from Booth Circle and through the Brown property to discharge at the creek.
- Easement acquisition, improvement modification and negotiations as necessary to obtain the easement for the proposed drainage improvements within the Brown property to allow discharge to the creek.

Proposed Fee

TRE proposes to complete the scope of services for **Phase A** on a lump sum basis of \$5,000 and **Phase B** on an hourly basis with invoices submitted monthly that will include reimbursable expenses accrued through the billing period. Reimbursable expenses will include, but not be limited to plan and document reproduction.

The Village of Volente agrees to limit the professional liability of TRE for professional negligence, errors or omissions to the fee compensation set forth in this proposal.

Each party agrees, to the fullest extent permitted by law to indemnify and hold harmless the other party from any and all damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by negligent acts, errors, or omissions of the indemnifying a party and those of its contractors, subcontractors, or consultants, or anyone for whom it is legally liable, and arising from the study that is the subject of this agreement.

This agreement may be terminated with or without cause at any time prior to the completion of the proposed Scope of Services by either Village of Volente or TRE upon seven (7) days written notice to the other. Termination shall release each party from all

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of its obligations under this agreement except for the compensation payable to or reimbursement from TRE for services rendered or pending but previously compensated prior to the termination date and the obligations of the parties regarding limitation of liability and indemnification as set forth above.

This proposal is offered for your review and consideration of approval. If this proposal meets with your approval, please execute this letter in the space provided below authorizing us to proceed. Please return one copy to our office.

We appreciate this opportunity to be of service to you on this project. If you have any questions or comments, please contact us at (512) 358-4049.

Sincerely,

TRE & ASSOCIATES, LLC



Marc Dickey
Project Manager

AR:bjc
Attachment

Proposal Accepted:

By _____

Date _____

STANDARD FEE SCHEDULE

Personnel:

Personnel cost is reimbursed based on a multiplier applied to "Salary Cost". "Salary Cost" for each employee is based on the employee's actual hourly wage plus benefits. The approximate ranges of hourly "Salary Cost" by personnel classification are as follow:

Manager	\$ 65.00 to 95.00
Project Staff	35.00 to 65.00
Design Tech	27.00 to 60.00
Field Representative	30.00 to 50.00
Clerical Support	19.00 to 45.00

The normal multiplier for overhead expenses and fees is 2.4 time "Salary Cost".

Expert Representation – Services as an expert witness will be provided at 2 times the hourly rate as set forth above.

Travel and Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on vehicles is computed at the rate approved by the IRS for allowable mileage expense deduction for federal tax income purposes.

Reimbursable Expenses/Purchased Services:

All reimbursable expenses and purchased services are invoiced at actual cost plus 10% handling. These include, but are not limited to, costs of reproduction, long distance telephone, facsimile transmissions, subcontract services, rented or leased equipment, and expendable supplies. Reimbursable Expenses are not included in project fees proposed unless specifically stated otherwise.

Terms:

Invoices are submitted monthly for all services rendered during the previous month are payable "net 30 days". Invoices over 30 days past due will accrue interest at 1.5% per month.

Fee Schedule Adjustment:

Due to the changing cost of doing business the personnel cost listed above will be adjusted as of the billing period starting May 1st of each year.