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September 12, 2019

Mr. Thomas Mattis, City Manager
City of Elgin
310 North Main
Elgin, Texas 78621

**RE: City of Elgin FM 1704 Wastewater Extension
Engineering Services Proposal**

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Letter of Agreement for professional engineering services for the proposed FM 1704 Wastewater Extension to serve the area known as Annexation Area #2.

The project consists of approximately 6,250 linear feet of 8" and 12" wastewater gravity main, one new wastewater lift station, and 6,125 linear feet of 8" wastewater force main. The proposed improvements will extend wastewater service to recently annexed areas to the south of Elgin along FM 1704. The new wastewater facilities will collect by gravity main to a new lift station, and then discharge via force main into a new manhole on the existing 10" gravity wastewater main located on Terra Drive. The gravity wastewater main will begin approximately 500 feet south of Terra Dr at its intersection with FM 1704, and extend approximately 6,250 linear feet to the south along FM 1704, and across to the south of Little Sandy Creek. The proposed lift station will be located north of Little Sandy Creek and will allow gravity collection from the south of Little Sandy Creek.

TRC will perform the following Scope of Work:

SCOPE OF WORK

A. Preliminary Phase

1. Provide necessary field topographical data for the project limits. Research property ownership along the proposed gravity and force main alignments, and lift station site. The right of way will be determined based on monuments and record research.
2. Furnish the Owner preliminary data, including preliminary layouts and preliminary cost estimates.
3. Perform an investigation of the natural resources within the proposed project area to identify existing conditions and determine the presence of sensitive natural resources.
4. Perform a background review of existing and available data to determine the potential for protected species to occur within the project area.

5. Conduct a survey concurrent with the waters of the U.S. Delineation for T&E species habitat, vegetation communities, and other sensitive natural resources that may be present within or adjacent to the project area.
6. Perform a review to identify existing conditions and identify documented cultural resources within the area of potential effect that could potentially be impacted by the proposed work.

B. Design Phase

1. Prepare construction plans and specifications for the wastewater improvements project including the proposed 6,250 LF of 8" and 12" gravity wastewater main, one wastewater lift station, and 6,125 LF of 8" force main.
2. Prepare 20' temporary construction easement metes and bounds for ten (10) properties.
3. Prepare metes and bounds description and exhibit to be used in the acquisition of the proposed lift station site.
4. Submittal to Texas Commission Environmental Quality (TCEQ).
5. Submit draft plans to City for review and comments prior to bidding.
6. Furnish to the Owner three (3) copies of approved plans and bidding specifications.

C. Construction Phase

1. Assist the City in bid process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
2. Assist Owner during construction consisting of preconstruction meeting attendance, contractor correspondence, submittal review, pay request review, periodic site visits (maximum of 12), final inspection, preparation of contractor punch list and record drawing preparation.

Assumptions:

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

- The City will provide access agreements for access to all private properties (if necessary).
- TRC will coordinate with Texas One Call and the City of Elgin for all subsurface locations within the proposed project.

Exclusions:

The following items are specifically excluded from the scope of work:

- Design of improvements or relocations for gas lines, telephone lines or other franchise utilities.
- Construction staking.
- Continuous construction inspection.
- Detailed title search or title policy.
- Attendance at or preparation for condemnation hearings.
- Easements (not mentioned above) or plat documents, landowner contact or easement negotiations.
- Archaeological surveys (if applicable).
- Endangered species mitigations plans/cost (if applicable).
- Detailed ESA compliance documentation for a NWP 12 PCN submittal package (may be required).
- Clean Water Act Section 401 compliance.
- Clean Water Act Section 404 individual permit.
- Design of bank stabilization (if applicable).
- Trenching equipment needed for THC field survey (if applicable). It is assumed the City of Elgin forces will provide and operate the equipment.

Compensation for Services:

TRC will provide the professional engineering services as outlined herein and within the Master Services Agreement executed between the City and TRC, for a total fee as follows:

Surveying:	\$ 24,900.00
Temporary Easements (\$1200 per each):	\$ 12,000.00
Geotech (Alliance):	\$ 7,950.00
Environmental:	\$ 9,400.00
Engineering Design:	\$ 175,300.00
Bidding Services:	\$ 11,490.00
Construction Administration:	\$ 38,750.00
Total:	\$ 279,790.00

This fee includes labor and material costs associated with the Scope of Work identified above.

TRC's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing.



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Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.


Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this Letter of Agreement and, upon acceptance, sign in the space provided below, returning a copy for our files.

CITY OF ELGIN

By: _____
Mr. Thomas Mattis
City Manager

TRC ENGINEERS, Inc.

By: 
K. Beau Perry, P.E.
Vice President