JAY ENGINEERING COMPANY, INC.

P.O. Box 1220 *(512) 259-3882*
Leander, TX 78646 *Fax 259-8016*

Texas Registered Engineering Firm F-4780

October 8, 2013

Hon. Frederick Graber, Mayor
Village of Volente
Volente, Texas

Re: Engineering Services Proposal
Village of Volente, Texas

Dear Mayor Graber:

We hereby forward this Proposal to provide Professional Engineering Services to the Village of Volente, Texas for your Fiscal Year 2013-2014. We would be more than happy to continue to serve as your City Engineer.

Enclosed is a Professional Services Agreement (PSA) for your consideration. It is a one page master agreement, accompanied by our current Standard Rate Schedule (Exhibit A). We can serve you on a time and expense basis for miscellaneous assignments or reviews, plus it allows addition of specific projects by addenda. An example Addenda form is enclosed (Exhibit B).

Should the Village Council vote to enter into the proposed agreement, please execute both originals and return one to this office. If you should have any questions in this regard, please call me at (512) 626-0775. Thank you for the opportunity to be of service.

Sincerely,

Frederick A. Jay, P.E., R.P.L.S.
President

FAJ/s

Enclosures

PROFESSIONAL SERVICES AGREEMENT

The Village of Volente, Texas as CLIENT, engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignments described as follows:

MISCELLANEOUS ENGINEERING AND CONSULTATIONS, PLUS WORK AS AUTHORIZED BY ADDENDUM

I. SERVICES: ENGINEER agrees to perform services for CLIENT in accordance with CLIENT'S instructions and in conformance with the description, definition, terms and conditions provided herein as necessary for authorized assignments.

II. COMPENSATION: ENGINEER'S compensation will be on an hourly-charge basis for professional services plus Reimbursable Expenses (defined below):

A. HOURLY CHARGE: Hourly charges are to be based on the attached Exhibit A - Standard Rate Schedule, dated January 1, 2012. ENGINEER'S Standard Rate Schedule may be amended with minimum 30 days advance notice.

B. REIMBURSABLE EXPENSES: Reimbursable Expenses shall include transportation and subsistence of personnel while traveling in connection with the work, field office expenses, long distance telephone calls, reproduction expenses, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:

1. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
2. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
3. All others: actual cost to ENGINEER plus 15% service charge.
4. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

III. PAYMENTS: ENGINEER will invoice CLIENT no more often than monthly for all current amounts earned under this Agreement. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.0% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of ENGINEER. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. INSURANCE: ENGINEER agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.

VI. LIABILITY LIMITATION: ENGINEER shall have no liability to CLIENT or to others as a consequence of express or implied approval of any construction activities, for any defective construction (whether or not observed or approved by ENGINEER), for any excess of construction costs over an amount estimated, or for any other reason beyond warranty of the use of reasonable skill in the preparation of particular drawings and designation of particular materials for any assignment covered by this Agreement. In no event shall ENGINEER'S professional liability exceed the amount of total compensation received by ENGINEER under this Agreement, limited to a maximum of $50,000.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause or at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon thirty days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II, with respect to any Engineering Services performed to date of termination (including all Reimbursable Expenses incurred).

VIII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

IX. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

Addenda for professional services work scope and fee authorization, as needed by CLIENT, may be added to this Agreement. See Exhibit B, attached.

X. INVALIDATION: If this agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.

XI. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

VILLAGE OF VOLENTE, TEXAS	JAY ENGINEERING COMPANY, INC.
By:_____	By:_____
Date:_____	Date: October 15, 2013

PROFESSIONAL SERVICES AGREEMENT

The Village of Volente, Texas as CLIENT, engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignments described as follows:

MISCELLANEOUS ENGINEERING AND CONSULTATIONS, PLUS WORK AS AUTHORIZED BY ADDENDUM

I. SERVICES: ENGINEER agrees to perform services for CLIENT in accordance with CLIENT'S instructions and in conformance with the description, definition, terms and conditions provided herein as necessary for authorized assignments.

II. COMPENSATION: ENGINEER'S compensation will be on an hourly-charge basis for professional services plus Reimbursable Expenses (defined below):

A. HOURLY CHARGE: Hourly charges are to be based on the attached Exhibit A - Standard Rate Schedule, dated January 1, 2012. ENGINEER'S Standard Rate Schedule may be amended with minimum 30 days advance notice.

B. REIMBURSABLE EXPENSES: Reimbursable Expenses shall include transportation and subsistence of personnel while traveling in connection with the work, field office expenses, long distance telephone calls, reproduction expenses, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:

1. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
2. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
3. All others: actual cost to ENGINEER plus 15% service charge.
4. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

III. PAYMENTS: ENGINEER will invoice CLIENT no more often than monthly for all current amounts earned under this Agreement. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.0% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of ENGINEER. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. INSURANCE: ENGINEER agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.

VI. LIABILITY LIMITATION: ENGINEER shall have no liability to CLIENT or to others as a consequence of express or implied approval of any construction activities, for any defective construction (whether or not observed or approved by ENGINEER), for any excess of construction costs over an amount estimated, or for any other reason beyond warranty of the use of reasonable skill in the preparation of particular drawings and designation of particular materials for any assignment covered by this Agreement. In no event shall ENGINEER'S professional liability exceed the amount of total compensation received by ENGINEER under this Agreement, limited to a maximum of $50,000.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause or at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon thirty days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II, with respect to any Engineering Services performed to date of termination (including all Reimbursable Expenses incurred).

VIII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

IX. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

Addenda for professional services work scope and fee authorization, as needed by CLIENT, may be added to this Agreement. See Exhibit B, attached.

X. INVALIDATION: If this agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.

XI. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

VILLAGE OF VOLENTE, TEXAS	JAY ENGINEERING COMPANY, INC.
By:_____	By:_____
Date:_____	Date: October 15, 2013

EXHIBIT A

STANDARD RATE SCHEDULE

JAY ENGINEERING COMPANY, INC.

EFFECTIVE JANUARY 1, 2012

CLASSIFICATION	DESCRIPTION	RATE
Principal Engineer	Priority Consulting, Advisory, Regulatory Agency Representation	$135.00 per Hour
Senior Engineer	Project Management, Design, and Supervision/Coordination	$110.00 per Hour
Engineer/ Sr. Designer	Detailed Designs, Cost Estimates	$85.00 per Hour
Engineering Tech./Designer	Engineering/Surveying/CAD Work	$70.00 per Hour
Drafting Technician	Mapping, Design Drawings, Production	$60.00 per Hour
Secretary/Clerical	Document Processing, Production	$47.00 per Hour
Testimony	Expert Witness, Deposition	2.0 X Rates

Surveying Services:		
	Registered Surveyor	$125.00 per Hour
	2-Man Survey Party	$150.00 per Hour
	3-Man Survey Party	$175.00 per Hour
	Subcontract Services	Cost plus 10%
Unclassified Labor		2.5 X Salary Cost
Other Services		As agreed prior to work performance

Expenses

Travel Mileage - Passenger Vehicles	$0.58 per Mile
Small Format and Laser Copy Reproduction	$0.10 per Copy
Large Format Printing and Plotting Reproduction	Commercial Rates
Subsistence for Overnight Stays	$140.00 per Day
Other Direct Expenses and Materials	Cost plus 15%

EXHIBIT B

ADDENDUM NO. __

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the Village of Volente, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October __, 2013.

Through this addendum, CLIENT hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: _____

SCOPE OF SERVICES:

- ❑ See attached.
- ❑ Scope as defined in the following: _____

_____

_____

COMPENSATION:

- ❑ Lump Sum Fee of $_____
- ❑ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ❑ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

VILLAGE OF VOLENTE, TEXAS	JAY ENGINEERING COMPANY, INC.
By:_____	By:_____
Date: _____	Date: _____
	Project No.