

January 29, 2014

Mr. Gene Smallwood
Director of Public Works
City of University Park
3800 University Blvd.
University Park, TX 75205

Re: Stormwater Management Program - Proposal

Dear Mr. Smallwood,

Pursuant to your request, Nathan D. Maier Consulting Engineers, Inc. (NDM) is pleased to submit this proposal to provide engineering services for the update of the Phase II Stormwater Management Plan. These services are described in the following tasks:

SCOPE OF SERVICES

NDM will conduct a review of the City's existing Phase II Stormwater Management Program (SWMP) and the new effective General Permit TXR040000 for Phase II MS4s. This includes the best management practices (BMPs) and measurable goals for the six minimum control measures required by the Phase II regulations.

NDM will attend one meeting with the City of University Park at the beginning of the project to collect information about any changes in City operations. The City will provide the annual reports that were submitted to the TCEQ during the previous permit term for NDM to review. NDM will evaluate what BMPs to keep as a part of the SWMP and will add or revise existing BMPs according to the new requirements. A draft SWMP will be put together and provided to the City. After the City has reviewed the draft SWMP and provided comments, NDM will attend one meeting with the City to review the draft SWMP and comments.

NDM will prepare the final submittal of the SWMP for the TCEQ. This includes review of the draft SWMP and making any changes necessary according to comments from the City's review of the draft SWMP. The final submittal will also include preparation of the Notice of Intent (NOI). The final submittal will be sent to the TCEQ, and the City will be provided with five copies. Digital copies will also be provided to the City. This contract does not include the submittal fee to the TCEQ.

Compensation

Engineering services will be provided on a lump sum basis with a fee of **\$24,780.00**.

Reimbursable expenses, including reproductions, mileage, and deliveries will be billed at the rate of actual cost plus 15%. Any services requested but not defined in the scope of services above will be performed on an hourly basis. Hourly items will be billed in accordance with the schedule of fees in Attachment "A". NDM's liability for errors and omissions is limited to twice the value of this agreement. The above stated fee is available for 30 days from the date of this proposal. If this proposal is not accepted until after 30 days from the date of this proposal, then the fee will be subject to adjustment.

Exclusions

Any meetings in addition to those specifically outlined above, including but not limited to any meetings with the City of Dallas, Southern Methodist University, and North Central Texas Council of Governments, trips to Austin to meet with TCEQ, cost analysis for SWMP implementation, or additional tasks requested after the final submittal, are outside this scope and will be billed at an hourly rate as outlined in Attachment "A".

Schedule

NDM anticipates that the work in this scope can be completed in order to meet the June 11, 2014 TPDES General Permit TXR040000 submittal deadline to the TCEQ.

Payment

Invoices for services outlined in this proposal will be submitted, with supporting information as appropriate, on the first day of each month and due within 30 days of receipt.

Termination of Services

In connection with the services to be provided to you by NDM, we agree that you may cancel or indefinitely suspend further work or terminate this agreement, or any portion of it, upon written notice of thirty (30) days to NDM, with the understanding that immediately upon receipt of such notice, all work being performed under this proposal or any portion of it shall cease. Before the end of such thirty-day period, NDM shall provide an invoice for all work completed and shall be compensated in accordance for all work accomplished by us prior to the receipt of such notice.

Governing Law

This agreement shall be governed by the laws of the State of Texas.

Acceptance

NDM is pleased to have the opportunity to submit this proposal and looks forward to working on this project. If you have any questions about this proposal, I would be pleased to discuss them with you at your convenience. If you are in agreement with the contents of this proposal, please add your signature and return one copy to our office.

Sincerely,

NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

ACCEPTED BY

William L. Wallace, P.E.
Executive Vice President

Name: _____

Title: _____

Date: _____

ATTACHMENT "A"

NATHAN D. MAIER
CONSULTING ENGINEERS, INC

SCHEDULE OF FEES AND CHARGES

The following Schedule of Fees and Charges shall be modified on January 1, 2015.

Principal	\$140.00 - \$250.00 / hour
Expert Testimony (Trial and Depositions)	\$350.00 - \$500.00 / hour
Expert Testimony (Preparation Work)	\$250.00 - \$350.00 / hour
Registered Engineer	\$110.00 - \$230.00/ hour
Registered Surveyor	\$90.00 - \$150.00 / hour
Engineer-in-training	\$80.00 - \$110.00 / hour
Senior Designers	\$85.00 - \$130.00 / hour
Technician	\$80.00 - \$115.00 / hour
Drafter	\$50.00 - \$80.00 / hour
Field Party	\$150.00 / hour
Secretarial/Word Processing	\$60.00 / hour
Construction Manager	\$100.00 - \$210.00/ hour
Construction Inspector	\$75.00 - \$110.00 / hour
Emergency Services	\$160.00 - \$275.00 / hour

Reimbursables

1. Direct costs, such as reproductions, equipment rental, delivery services, travel expenses, or subcontractor services will be billed at actual cost plus 15%.
2. Unless otherwise stated, statements will be submitted monthly for charges incurred during the month and payments will be due within thirty (30) days following receipt of the statements.

Effective January 1, 2014