

klotz  associates

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May 22, 2007

Judge John Thompson
Polk County Judge
101 Church Street
Livingston, Texas 77351

Re: Proposal for On-Call Engineering Services

Dear Judge Thompson/Commissioners:

We appreciate having the opportunity to provide On-Call engineering assistance to Polk County on future assignments. Based on our conversations with Commissioner Willis and Commissioner Vincent on May 17th, it is our understanding that the principle services the County will need engineering assistance with will include subdivision plat/plan review, field inspection services, half day, and full day engineering services. The County wants to ensure that field services can be provided within a timely manner from the time requested on items that require immediate action.

Klotz Associates has offices in Lufkin, Austin, Houston, and San Antonio that allows us several advantages in completing On-Call assignments. Our Austin office allows us to have direct contact with TCEQ officials and other state agencies located there. Our Houston office has specialized departments that provide excellent technical support on a multitude of engineering projects. Our Lufkin offices provide us a rural perspective that also allows us to handle smaller city and rural issues without the more complicated and costly big city perspective. We feel we can meet the needs of Polk County on any assignment you may have. This strategic arrangement will allow Klotz Associates to economically serve Polk County with quality client-oriented engineering services.

As the Regional Manager, in the Lufkin office, I want you to assure Polk County that we are here and available to meet with you on short notice. As a life long resident of East Texas, I am familiar with the issues and challenges that confront your county. Additionally, the project principal will be Tom Ramsey. He is a native son of Crockett and is familiar with Polk County and your existing infrastructure.

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The following is a brief listing of services we anticipate Polk County may require from time to time:

- Construction plan/plat and submittal reviews.
- Field review of road/bridge condition with follow-up letter of opinion.
- TxDOT bridge replacement program coordination.
- Hydrology and hydraulic engineering of all types—urban and rural, open and closed channel, dams, reservoirs, etc.
- Landfill permitting, TCEQ coordination and design.
- Regulatory agency coordination including the TCEQ, Texas Water Development Board, Army Corps of Engineers, and other federal, state and regional regulatory agencies.
- Road/Bridge design, review, and field inspection
- Review/Create Subdivision Development Ordinance, Drainage Criteria Manual
- Warrant studies for traffic signage.
- Traffic flow studies.
- Street reconstruction and reconditioning.
- Construction specifications and bidding services.
- Support services including drafting, mapping, public hearing representation, and construction observation.
- Elevation certificate reviews.
- Public water supply, treatment, storage, and distribution design.
- Public wastewater collection, treatment and disposal design.

We propose to provide services on an hourly basis at our standard hourly rates as shown on the attached Labor Fee Schedule. We have also attached a copy of our standard Letter of Agreement for Consulting Services for your review and comment. If the County has a preferred agreement form, we will gladly review that document. Since we work for a variety of local, state and Federal clients, we carry all required forms and amounts of insurance, and successfully address all contractual issues unique to each of our clients.

Prior to beginning work on any assignment, we will submit a separate letter proposal directly to you or your project manager clearly describing the project scope of services and a fee proposal unique to that task for approval and authorization for us to proceed.

The main tasks you have identified as a primary need is subdivision plan/plat review, and half or full day field engineering assistance.

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Subdivision plan/plat review: It is anticipated that the scope of work associated with a typical 5-10 acre subdivision development review will require the following tasks:

- Pick up plans/plat and review site characteristics and development specifics with appropriate commissioner. (1-2 hrs.)
- Review plat/plan for compliance with County subdivision ordinance. (2-4 hrs.)
- Prepare letter of approval or deficiency. (1-2 hrs.)

Estimated fee range for a typical plan/plat review will be \$350 to \$600.

Field Inspection Services: It is anticipated that the scope of work associated with field engineering services will include the following tasks:

- Respond to an emergency call within 2-3 hours of receiving.
- Travel time to and from Polk County 1-3 hours.
- Site visit to review field conditions and record conditions. (1-4 hrs.)
- Make a "field judgment call", or gather data for further study. (1-2 hrs.)
- Prepare summary report of field conditions including "field judgment call". (1-2 hrs.)
- Prepare minor calculations and make letter recommendations of proposed actions. (1-4 hrs.)

Estimated fee range for Field Inspection Services will be \$400 to \$1,200.

Estimated fee for 1/2 day (5 hrs.) of on-site services with a summary letter. \$ 450

Estimated fee for full day (9 hrs.) of on-site services with a summary letter. \$ 850

The scope of work will vary with each request due to unknown circumstances and nature of the request. We will communicate with you on fees when it is anticipated that they will exceed the ranges above. We look forward to the opportunity of working with Polk County and assisting you in addressing your engineering needs. If there are any questions, please call our office and I will be happy to provide any additional information.

Sincerely,

James M. Flournoy

James M. Flournoy
 Project Coordinator

Attachment

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LETTER OF AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2007, by and between Klotz Associates, Inc. of Angelina County, Texas (hereinafter called the "Engineer"), and

POLK COUNTY
(hereinafter called the "Client")

That whereas the Client has requested services of the Engineer in relation to:
ON-CALL ENGINEERING SERVICES

(SEE ATTACHED PROPOSAL LETTER DATED May 22, 2007)
(herein called the "Project").

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Upon receipt of the executed copy of this Agreement, the Engineer will perform services to provide the Client with the data, information or opinion requested, proceed with the work as expeditiously as practical, inform the Client of any delays and provide the Client with a minimum of two copies of the final product or findings.

The Client will place at the Engineer's disposal all available information pertinent to the Project including previous reports and any other relative data and will arrange for and provide access to the Engineer, without liability of any nature to the Engineer except for Engineer's own negligence, to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.

Payments for services of the Engineer will be based on payroll costs of salaries and wages times a factor for general overhead and profit of 2.5. Reimbursable expenses will be charged at Engineer's cost plus 15%. We expect this task to cost approximately _____ Dollars (\$ _____00). Engineer will not exceed \$ _____ without the consent of the Client.

Reimbursable expenses shall mean the Engineer's actual expense of transportation and subsistence of principals, employees and consultants when traveling in connection with the Project, consultant's fees, field office expenses, toll telephone calls and telegrams, reproduction of reports, drawings and similar Project related items.

Payments for services, additional services and reimbursable expenses shall be made by the Client within thirty (30) days after receipt of Engineer's invoice. All moneys not paid the Engineer when due, hereunder shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for services actually performed.

Client hereby agrees that Engineer's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement shall not exceed the total compensation received by Engineer under this agreement.

All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of the Engineer as instruments of service. The Client may obtain a set of reproducible.

This Agreement represents the entire agreement between Klotz Associates, Inc. and the Client and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

CLIENT:
Polk County

ENGINEER:
Klotz Associates, Inc.

Honorable John Thompson Date

James M. Flournoy Regional Manager Date

Rev. 11/93

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LABOR FEE SCHEDULE

POLK COUNTY
ON-CALL ENGINEERING SERVICES
MAY 2007

EXHIBIT A

Principal	\$170.00/Hr.
Senior Project Manager	\$135.00/Hr.
Project Manager	\$110.00/Hr.
Project Coordinator	\$ 95.00/Hr.
Project Engineer	\$ 85.00/Hr.
Staff Engineer	\$ 75.00/Hr.
Senior Designer	\$ 75.00/Hr.
Designer	\$ 65.00/Hr.
Drafter	\$ 53.00/Hr.
Administrative Assistant	\$ 46.00/Hr.

Hourly rates include all labor, insurance, payroll taxes, operating equipment and normal materials. Reimbursable expenses, including mileage, reproduction, courier, printing, etc. will be charged at engineer's actual cost plus 15%.

