

klotz associates

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May 18, 2010

Mr. Jim Rodgers
Williamson County
350 Discovery Blvd.
Cedar Park, Texas 78613

Re: Williamson County Regional Park Modifications
Klotz Associates Proposal No. 2010-20

Dear Mr. Rodgers:

Thank you for the opportunity to assist in the plan update for the Williamson County Regional Park. The following outlines the scope of services being proposed.

Klotz Associates developed plans for the drainage, wastewater and water in April 2005. BWM Group provided an updated site plan that will impact the original design. Klotz Associates will perform the following tasks to update the 2005 plans to accommodate the new site plan provided by BWM (in AutoCAD format) and approved by Williamson County:

1. Update Sheet 6 with the new site plan
2. Update Sheet 7 to remove proposed RCP
3. Verify wastewater line elevation is sufficient for new building layout
4. Update Sheet 8 to adjust water line location for new building layout
5. Update Sheet 8 to relocate fire hydrant for new building layout
6. Verify that impervious cover changes will not impact the water quality pond
7. Update Sheet 9 with impervious cover calculations
8. One meeting with Williamson County, BWM Group, and/or others.

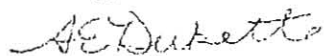
We will provide a plan set that only includes the sheets modified through this contract. We will also provide a cost estimate and bid quantities for civil work items, to be inserted in the bid package by others. Specifications will be addressed on the plans by reference only.

Our scope excludes the following:

- Design of modifications to existing or additional drainage facilities
- Retaining wall design
- Providing northing and easting layout coordinates
- Bid phase or construction phase services
- Reproduction or distribution of documents

The fee for this scope of work will be a lump sum amount of \$5,800. We will complete the work within 30 days of receipt of final approved site plan. Please call me if you have any questions or require any additional information at 512.328.5771. I look forward to working with you on this project.

Sincerely,



Scott Dukette, PE
Vice President

LETTER OF AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this 18th day of May, 2010, by and between Klotz Associates, Inc. of Travis County, Texas (hereinafter called the "Engineer"), and Williamson County (hereinafter called the "Client")

That whereas the Client has requested services of the Engineer in relation to:

Williamson County Regional Park Modifications
Klotz Associates, Inc Proposal No. 2010-20

(SEE ATTACHED PROPOSAL LETTER DATED MAY 18, 2010)

(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 a fixed price of Five Thousand Eight Hundred Dollars (\$5,800.00). Invoices will be submitted monthly and will reflect the percentage of the project completed at the date of the invoice.

Reimbursable expenses will be charged at Engineer's cost plus 15%. 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. Client further agrees that Engineer shall not be liable for any injuries, claims, losses, expenses, or damages, except to the extent of Engineer's own negligence or willful misconduct.

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:
Williamson County, TX

Name Don A. Gaffney
Title County Judge

Date 6-27-10

ENGINEER:
Klotz Associates, Inc.

Name Scott Dukette, PE
Title Vice President

Date 5/18/10