
FUGRO CONSULTANTS, INC.



8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
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CLIENT and FUGRO CONSULTANTS INC., a Texas Corporation
(Consultant) agree to the following:

CLIENT CONTACT:	Mr. Gary Wilson	PROJECT NAME:	Williamson County Precinct One Annex
CLIENT:	Williamson County	PROJECT NO.:	04.30081096
350	508 Holly Street	DATE:	July 16, 2008
	Georgetown, Texas	EMAIL:	gwilson@wilco.org
PHONE:	512-943-1636		

PROJECT LOCATION: 1801 E. Old Settlers Boulevard, Round Rock, Texas.

PROJECT DESCRIPTION & SCOPE OF SERVICES: Fugro Consultants, Inc. (Fugro) has provided a Report of Geotechnical Investigation dated July 11, 2008 for the proposed Williamson County Precinct One Annex, Phase 1 to be constructed at 1801 E. Old Settlers Boulevard in Round Rock, Texas. The project team has requested wet pond construction and clay liner recommendations for the two proposed wet ponds. We propose to issue an addendum report to our previously issued Geotechnical Report addressing the wet pond construction.

FEES: The above-described additional engineering services will be billed in accordance with the attached 2008 Schedule of Fees, not to exceed \$1,000.

SPECIAL CONDITIONS: The following statement is required by Fugro's Insurance Company. Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

TERMS AND CONDITIONS: See attached Schedule 40.01 (Rev. Jan 07) (Attachment).

SCHEDULE: The Addendum Report can be issued within one week of authorization for additional services.

AUTHORIZATION: To provide written authorization of this Agreement for Professional Services, please have the signature block on the following page signed by a duly authorized person in the spaces provided and return the attached copy to us for our files. Whoever signs this proposal is identified as our Client as used throughout Schedule 40.01. We will mail one copy of all reports and other correspondence to the above-noted Client Contact and address, unless instructed otherwise.

Consultant: FUGRO CONSULTANTS, INC.

Client: Williamson County

By:

By:

Name: Peter H. Bush, P.E.

Name:

Title: Vice President

Title:

Address: 8613 Cross Park Drive

Address: 508 Holly Street

Austin, Texas 78754

Georgetown, TX

Date: July 16, 2008

Date:

A member of the Fugro group of companies with offices throughout the world.



GENERAL CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement

CLIENT as used herein is the entity who authorizes performance of services by Fugro Consultants, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro Consultants, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).

2. On-site Responsibilities and Risks

2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.

2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.

2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remedialization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.

2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.

2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.

3. Standard of Care

3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.

3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.

4. Limitation of Remedies

To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved. .

5. Invoices and Payment

At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.

6. Data, Records, Work Product and Report(s), and Samples

Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.

7. Indemnification

FUGRO and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.

8. Consequential Damages

Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.

9. Biological Pollutants

FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.

10. Acceptance of Agreement

These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.

11. Termination of Contract

CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.



FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1. Field Investigation

1.1.	Mobilization and demobilization, per mobilization		
1.1.1	Drill truck, water truck, pickup, and crew.....	\$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	\$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	\$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	\$	15.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening.....	\$	32.00/foot
1.4.	Standard penetration tests	\$	20.00/each
1.5.	TxDOT cone penetration tests	\$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.).....	\$	21.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	\$	25.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	\$	13.00/foot
1.7.2	Rock	\$	19.00/foot
1.8.	Casing of boreholes	\$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	\$	165.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices.....		Cost + 15%
1.11.	Materials for piezometers, grouting, etc.		Cost + 15%
1.12.	Surveying or other outside contractors.....		Cost + 15%
1.13.	Traffic control.....		Upon Request
1.14.	Per diem for out-of-town assignments, per person.....	\$	105.00/night
1.15.	High-pressure steam cleaner	\$	400.00/day
1.16.	OVA meter.....		Upon Request
1.17.	Steel drums for drill cuttings (delivered)	\$	65.00/each
1.18.	Plugging boreholes with bentonite/concrete slurry	\$	8.00/foot
1.19.	Cone penetrometer testing	\$	3,250.00/day

2. Laboratory Tests

2.1.	Natural water content and soil classification	\$	15.00/each
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2.2.	Plastic and liquid limits	\$ 55.00/each
2.3.	Free swell test	\$ 95.00/each
2.4.	Pressure swell test	\$ 135.00/each
2.5.	Uniaxial pressure-strain test	\$ 60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	\$ 55.00/each
2.7.	Percent material passing a single sieve	\$ 45.00/each
2.8.	Minus No. 200 sieve	\$ 45.00/each
2.9.	Hydrometer analysis	\$ 200.00/each
2.10.	Unit dry weight determination and natural water content	\$ 18.00/each
2.11.	Unconfined compression test, soil	\$ 50.00/each
2.12.	Unconfined compression test, rock	\$ 55.00/each
2.13.	Unconsolidated-undrained triaxial compression test	\$ 55.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	\$ 210.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	\$ 210.00/each
2.16.	TxDOT (TEX-113-E) compaction test	\$ 210.00/each
2.17.	California Bearing Ratio (CBR)	\$ 225.00/point
2.19.	Consolidation test, 7-load increments	\$ 750.00/each
	Additional load increments	\$ 100.00/each
2.19.	Permeability of silt or clay	\$ 250.00/each
2.20.	Specific gravity	\$ 50.00/each
2.21.	Volumetric shrinkage	\$ 75.00/each
2.22.	Chemical and analytical testing by outside laboratory	Cost + 15%
3.	Engineering and Technical Personnel	
3.1.	Senior Consultant/Project Principal	\$ 165.00/hour
3.2.	Senior Project Manager	\$ 155.00/hour
3.3.	Project Manager	\$ 145.00/hour
3.4.	Project Engineer	\$ 135.00/hour
3.5.	Project Geologist	\$ 95.00/hour
3.6.	Laboratory Manager	\$ 95.00/hour
3.7.	Graduate Engineer	\$ 95.00/hour
3.8.	Senior Engineering Technician	\$ 75.00/hour
3.9.	Technician and Draftsperson	\$ 65.00/hour
3.10.	Word Processor	\$ 50.00/hour
4.	Report Reproduction and Miscellaneous	
4.1.	Outside services, printing, reproduction, etc.	Cost + 15%
4.2.	Outside technical assistance	Cost + 15%
4.3.	Transportation	\$ 0.75/mile

Rates for other tests and services quoted on request.