



Lockwood, Andrews  
& Newnam, Inc.  
A LEO A DALY COMPANY

June 26, 2008

Mr. Mike Weaver  
Prime Strategies, Inc.  
1508 S. Lamar Blvd.  
Austin, TX 78704

Re: SE Inner Loop Supplemental Agreement No. 2

Dear Mr. Weaver,

In the course of invoicing the Inner Loop surveying consultant's work we have found that there is a need to include more labor categories to Exhibit II, "HOURLY RATES." The additional rates will provide Williamson County more flexibility in approving LAN's invoices.

LAN would like to include additional surveyor rates (at lower hourly cost) along with lower cost survey crew rates. This change matches the surveyor's actual labor category used to perform survey services and it will provide flexible invoice terms with reduced cash flow because of the lower rates. Also, please note that the existing 3 man survey crew rate has been reduced to \$165/hr from \$240/hr.

The requested hourly rate table does not propose modification to total compensation for any of the current work authorizations (WA2 and WA3).

In an effort to clearly recognize the additional labor categories and revised 3 man survey crew rate, LAN has placed a bold bar in the margin beside the revisions and have increased the font size.

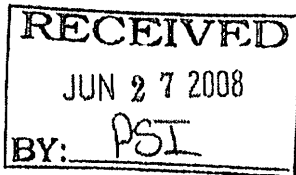
I have attached 2 signed original Supplemental Agreement 2 documents to this letter. Please review and process the agreements.

Thank you for your attention to this matter and we look forward to quickly resolving this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Atwood', is written over a horizontal line.

Joe Atwood, P.E.  
Associate  
Lockwood, Andrews, and Newnam, Inc.



Project Name: Inner Loop

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                     §  
COUNTY OF WILLIAMSON         §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Lockwood, Andrews, and Newnam, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on November 12, 2007;

WHEREAS, the *County* and the *Engineer* executed Supplemental Agreement No. 1 on February 5, 2008.

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the maximum amount payable under scope of services in the agreement to \$1,000,000.00; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$1,000,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

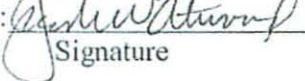
NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

**I. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.**

**All other provisions are unchanged and remain in full force and effect.**

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**

By:   
Signature

Joseph W. Atwood.  
Printed Name

Associate  
Title

6-26-2008  
Date

**COUNTY:**

By:   
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  
m/ 6/27/08

**EXHIBIT II**

**HOURLY RATES**  
**Supplemental Agreement 2**

Principal/Division Manager.....	<u>\$ 200</u>	
Senior Project Manager.....	<u>\$ 170</u>	
Senior Project Engineer.....	<u>\$ 145</u>	
Project Engineer IV.....	<u>\$ 125</u>	
Project Engineer III.....	<u>\$ 110</u>	
Graduate Engineer II .....	<u>\$ 90</u>	
Graduate Engineer I.....	<u>\$ 80</u>	
Senior Environmental Scientist.....	<u>\$ 120</u>	
Environmental Scientist.....	<u>\$ 100</u>	
<b> </b> GIS Coordinator.....	<u>\$ 115</u>	NEW
GIS Specialist.....	<u>\$ 90</u>	
Senior Designer.....	<u>\$ 90</u>	
CADD.....	<u>\$ 70</u>	
Clerical.....	<u>\$ 60</u>	
Expert Witness.....	<u>\$ 240</u>	
Sr. RPLS.....	<u>\$ 175</u>	10/12/07 to 12/31/07
<b> </b> Sr. Project Surveyor.....	<u>\$ 130</u>	10/12/07
<b> </b> Project Surveyor.....	<u>\$ 105</u>	10/12/07
Survey Technician.....	<u>\$ 120</u>	10/12/07 / Supplement 1 to 12/31/07
<b> </b> 1 Man Survey Crew.....	<u>\$ 75</u>	10/12/07
2 Man Survey Crew.....	<u>\$ 125</u>	10/12/07
<b> </b> 3 Man Survey Crew.....	<u>\$ 165</u> <del><u>\$ 240</u></del>	Supplement 1 to 12/31/07

OK  
m/ 6/22/08

Note: Heavy bar in margin denotes Supplemental Agreement 2 revision. The salary rate that has been struck out is an old rate with the revised hourly rate adjacent.