



Project Name: Reconstruction of Pond Springs Road

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

ENGINEER:

By: A. H. Arredondo III
Signature

Antonio H. Arredondo III
Printed Name

Vice President
Title

Aug. 28, 2009
Date

COUNTY:

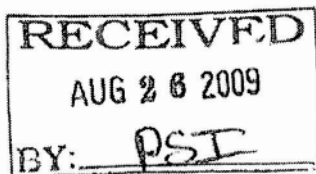
By: [Signature]
Signature

Printed Name

Title

Date

OK
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Project Name: Reconstruction of Pond Springs Road

ATTACHMENT A
SUPPLEMENTAL NO. 3 TO
WORK AUTHORIZATION NO. 5

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and URS Corporation, a Nevada Corporation (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Please see attached Supplemental Scope of Services.

Part 2. The maximum amount payable for services under this Supplemental Work Authorization without modification is \$224,913.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on no change, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Project Name: Reconstruction of Pond Springs Road

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

URS Corporation, a Nevada Corporation

By:

A. H. Arredondo III

Signature

Antonio H. Arredondo III

Printed Name

Vice President

Title

8-25-09

Date

COUNTY:

Williamson County, Texas

By:

[Signature]

Signature

Printed Name

Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

OK
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August 25, 2009

Mr. James Klotz, P.E.
Project Manager
HNTB
12 Galloping Road
Round Rock, Texas 78681

**Subject: Williamson County Road Bond Program
Proposal for Engineering Services – Supplemental #3 to Work Authorization #5
for Pond Springs Road**

Dear Mr. Klotz:

URS is pleased to submit this proposal for providing supplemental professional engineering services to Williamson County (the County) for Work Authorization #5 for the Build-up / Widening of Pond Spring Road. The project is initiated under the Williamson County Road Bond Program.

The intent of this supplemental to Work Authorization #5 is to modify the drainage design scope, receive payment for additional services rendered prior to receipt of the City permit, as well as providing Post Design Services (Construction Phase Services) through October 31, 2009.

This Scope of Work (SOW) package includes the following items:

- Scope of Work (Attachment A);
- Fee Proposal (Attachment B); and
- Scope & Fee Proposal from Raba-Kistner (Attachment C).

If you need additional information or wish to discuss any additional aspects of this proposal, please contact me [419-5392] for technical details. If you are in agreement with the services described above and wish for us to proceed with this assignment, please provide a written notification to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "K9 128", written over the typed name.

Karen M. Roberts, P.E.
Project Manager

cc: Marie Walters (Prime Strategies)
File

URS Corporation
P.O. Box 201088
Austin, TX 78720-1088
9400 Amberglen Boulevard
Austin, TX 78729
Tel: 512.454.4797

Attachment A
Scope Proposal

EXHIBIT B
Work Authorization #5
Supplemental #3
For Build-Up / Widening of Pond Springs Road

Services to be Provided by the Engineer

1. SCOPE OF BASIC SERVICES

URS Corporation shall render the following supplemental project professional services, as described below. Note that the original milestones have not been modified with this Supplemental.

Task 1. Project Management

URS will provide project management services to ensure that this additional Scope of Work is completed to the satisfaction of the County in a timely fashion and within the established budget. This task includes:

- Incorporating Supplemental #3 into the Work Authorization #5 documents.
- Review of invoices and creation of monthly progress reports from May 1, 2009 through October 31, 2009, which is 6 months (6hr/month for Admin Assistant, 4hr/month for Project Manager).

Task 2. Utilities

These additional services listed under Task 2 are from May 1, 2009 through June 12, 2009 (6 weeks). Some of these items were listed in Supplemental #2 to WA #5. In Supplemental #2, URS assumed a level of effort necessary to draw wastewater lines in plan view per Alba's direction and then add the depths to create profiles. This level of effort was significantly exceeded due to additional requests from Alba in order to satisfy the City's Austin Water Utility (AWU). URS provided multiple deliverables to Alba for AWU between 5/1/09 and 6/12/09.

The AULCC Completeness Check letter from the City of Austin (COA) was received on 04/27/09. From this date, through June 12, 2009, URS provided design and CAD services to Alba Utilities (Alba) and provided multiple plots for their use in coordination with COA. These services included:

- Creating wastewater line profiles;
- Cross-sections were modified again to also show wastewater line profiles;
- Incorporating three revised versions of SUE files (files received May 6, June 2, and June 9, 2009);
- Incorporation of these revised SUE files required cross-sections to be re-run in Geopak and re-plotted (95 sheets);
- URS revised three cross-road culverts and corresponding layout sheets at the request of Alba in order to provide lateral and vertical clearances based on information provided by utility companies;

- URS was requested to add several notes & callouts to the eighteen plan & profile sheets and utility layout sheets based on information Alba received from COA utility coordination meetings. The sizes and types of all water and waste water lines were added to the sheets and references called out to City block maps. Once sizes of water and waste lines were known, the proposed cross-sections had to be rerun again to depict the utilities to their actual sizes/diameters. Test hole locations were also requested to be denoted on the nine utility layout sheets.

Cost of plots provided to COA are included in this supplemental.

Task 3. COA Permitting

These additional services listed under Task 3 are from May 1, 2009 through June 12, 2009 (6 weeks).

In response to the COA / Wilco permit meeting on 05/05/09, URS had additional services that were provided in order to address the comments provided by new COA permit reviewers; i.e. providing data in a format other than cross-sections.

The following tasks were performed in order to receive the COA Permit:

- Extensive coordination with COA and County;
- Provided an approximated existing roadway profile showing vertical geometric data in the P&P sheets;
- Provided and plotted proposed ditch profiles;
- Updated P&P sheets to include tree CRZs, ponding areas, and the aforementioned profiles;
- Revised pedestrian curb ramps to adhere to City standard details. In follow up meetings, City staff decided that pedestrian ramps based on standard details did not work with existing conditions. URS was told to re-design using "non-standard" curb ramps, which will require a design waiver at a later date. These revisions to the curb ramps affected some pavement striping and adjustments to pedestrian signal pole locations
- Modified curb ramps and adjusted signal pole locations due to updated curb ramp locations;
- Updated Tree Removal/Mitigation table;
- Proposed deferred tree mitigation plan;
- provided station locations of trees to remain to COA Arborist;
- Revised erosion/sedimentation controls and tree protection fencing;
- Added environmental and tree protection notes to erosion/sedimentation control plan;
- added environmental and tree protection note sheets;
- added drainage report tables to plans;
- added call-outs for Rattan Creek (the limits of which had to be researched);

Task 4. PS&E Preparation

4B. Roadway Design

URS is providing detailed design of Traffic Control Plan (TCP) sheets for phases 1, 2, and 3 from beginning to end of the project. The original proposal assumed a simplified TCP, at the request of the County, that only included a typical TCP section for each phase and minimal additional sheets. URS anticipates modifying COA standard details, as well as creating new

details. URS will meet with the COA ROW Management staff up to 4 times, in addition to email/phone coordination.

4D. Drainage Design

Wilco modified the scope for URS' drainage design for Pond Springs Road. Per a meeting on January 28, 2009, URS was directed to ensure the west ditch held the same capacity after construction and that the east ditch was to accommodate the existing flow plus the additional runoff from the widened roadway. This direction does not meet COA design criteria.

Task 7. Post Design Services

The services listed under Task 7 are from June 15, 2009 through October 31, 2009 (20 weeks, starting June 15, 2009).

7A. RFIs and Submittals

URS will respond to RFIs (up to 50) and review Submittals (up to 65) for the Pond Springs project. If, during construction, a re-design is requested by the County in response to an RFI, URS will provide design services at an expedited schedule to help minimize impact to the construction schedule. URS will also attend coordination meetings with HNTB P.M. as required to discuss proposed revisions and/or options. If more funds are required for additional design above-and-beyond what is currently shown in the fee schedule, URS will submit a supplemental to cover these costs. If the re-design is due to an error or omission in the plans, URS will provide design services at no additional cost to the County.

Raba-Kistner Consultants, Inc. (R-K) will provide pavement consulting per the proposal found in Attachment C of this proposal.

7B. Weekly Construction Meeting / Site Visit

Weekly site visits and attendance at the weekly construction meeting by one staff member (Project Engineer) each week is included in this cost (4hr/week). Cost also includes preparation of meeting minutes for internal use as well as coordination with other project staff to answer questions. The Project Manager will perform a site visit and/or attend the weekly construction meeting every other week (2hr/every other week).

7C. Utility Coordination with Alba

URS was asked to include a plan sheet into the plan set that included 91 utility valve adjustments based on information provided by Alba Utilities. The City of Austin requires that all sheets within the plan set be signed and sealed by a licensed engineer. Therefore, a URS staff member signed and seal sheets for Alba Utilities.

URS met with AWU staff in order to have plans approved and signed by that office. This requirement had to occur before plans could be signed by the Case Manager.

URS staff is in coordination with Alba Utility to redesign a 5'x 2' single box culvert in order to avoid a gas conflict which was not identified earlier in the project schedule. In addition, culverts beneath driveways 45, 46, & 47 were asked to be relocated to provide more vertical and

horizontal clearances with utilities. URS continues to receive information for required clearances between utilities and proposed design elements.

7D. Permit Corrections and Revisions / Closeout

URS will assume preparation and processing of up to twelve (12) COA permit corrections. Each permit correction includes:

- Preparation of cover letter, correction application form, and sheet plotting (6 hours);
- For permit correction, will require three (3) roundtrips to 505 Barton Springs. One trip is for submittal, one is for retrieval of approved correction. One extra trip is assumed in case correction is not approved and explanation is required to COA. 3hrs/trip for a total of 9hrs.
- Assuming AWU is involved in permit correction. Requires one (1) trip to AWU for correction signoff. 3 hours for one trip.

URS will provide the following services related to COA inspection close-out documentation:

- Attend Final Walk-Through
- Provide Engineer's Concurrence Letter
- Prepare As-Built Plans (record set compiled from corrections and revisions, as well as field changes as recorded by County Construction Manager)
- Provide two sets of full size as-builts and one set of full size reproducibles

COA Permit General Coordination

URS staff will provide general permit coordination services for the COA permit. This will include email & phone coordination (120 Engineer hours). This will also include travel to 505 Barton Springs (COA) for delivery or meeting once every other week (40 Engineer hours).

Assumptions:

- The County (HNTB) is responsible for preparing and submitting COA Construction Summary (costs by category) at the end of construction.
- URS is not responsible for construction coordination with COA. The County or its representative is responsible for general construction oversight as well as coordination with COA and its inspectors.

Attachment B
Fee Proposal

Pond Springs Road Reconstruction Work Authorization #5, Supplemental #3 August 25, 2009 URS Corporation									
Task	Principal \$273 Hours	Project Manager \$135 Hours	Project Engineer \$118.45 Hours	Senior Engineer \$170.98 Hours	EIT \$90.64 Hours	Senior Designer \$100 Hours	Clerical \$99.74 Hours	Administrative Assistant \$61.80 Hours	Total Cost
URS Direct Labor Costs									
1.0 Project Management									
Incorporate Supplemental #3 into Master WA#5	4						4	8	\$1,279
Involving and monthly progress reports (6 months)	24							36	\$5,465
TASK 1 TOTAL	0	4	0	0	0	0	4	8	
2.0 Utilities									
Additional Services for WWP Exhibits									
Prepare Unique Exhibits for WWW COA review	24		36	2		12		2	\$9,170
QA/QC	4		4	4		4			\$2,098
TASK 2 TOTAL									
3. COA Permitting									
Additional Services for COA permit comments									
Additional Services	25	401	35	101	8	27.5			\$68,435
TASK 3 TOTAL	0	25	401	35	101	8	27.5	0	
4.0 PS&E Preparation									
PS&E Roadway Design	12	32	16	200	24	2			\$28,794
TCP Redesign	4	4	4	4	4				\$2,098
TASK 4 TOTAL									
7.0 Post Design Services									
7.1 RFI's and Submittals									
RFIs (up to 50)	20	120	40	20					\$25,596
Submittals (up to 65)	2	25	25	13					\$8,684
Re-design per RFI response	20	160	40	180					\$44,806
7.2 Weekly Construction Meeting / Site Visit									
Attendance at Weekly Construction Meeting or Site Visit		80	20						\$12,896
7.3 COA Permitting and Reviews									
Utility Coordination with Alba	40	100	40				20		\$25,279
7.4 COA Permitting and Reviews									
Permit Correction Processing (18hrs/correction x 12 corrections)		216					40		\$27,915
COA Permit General Coordination		160					20		\$20,147
Task 7.1 Subtotal	0	60	716	100	180	0	80	0	\$131,103
TASK 7 TOTAL									
URS DIRECT LABOR TOTAL									

Pond Springs Road Reconstruction Work Authorization #5, Supplemental #3 August 25, 2009 URS Corporation									
Task	Principal Hours	Project Manager Hours	Project Engineer Hours	Senior Engineer Hours	ETT Hours	Senior Designer Hours	Clerical Hours	Administrative Assistant Hours	Total Cost
Subconsultants Cost									
Task 7									
Raba-Kishner									\$ 2,000
SUBCONSULTANTS TOTAL									\$2,000
OTHER URS DIRECT COSTS									
Task 1									
Mileage (200 miles x \$0.585/mi)									\$120
Courier									\$50
Reproduction									\$0
Task 2									
Mileage (50 miles x \$0.585/mi)									\$30
Courier									\$50
Reproduction									\$2,500
Task 3									
Mileage									\$30
Courier									\$50
Reproduction									\$1,050
Task 7									
7B Mileage (10 miles x 20weeks x \$0.585/mi)									\$120
7D Mileage (40 miles x 36 trips x \$0.585/mi)									\$850
Courier									\$50
Reproduction									\$500
OTHER URS DIRECT COSTS TOTAL									\$ 5,350
GRAND TOTAL (SUBTOTALS + URS ODC's)									\$ 224,913

Attachment C
Scope/Fee Proposal
From Raba-Kistner Consultants, Inc.



Proposal No. PSA08-048-01
July 14, 2009

Raba-Kistner Consultants, Inc.
12821 W. Golden Lane
P.O. Box 890287, San Antonio, TX 78288-0287
(210) 899-9090 • FAX (210) 899-8428
www.rko.com
TRPEFm F-0287

AUTHORIZATION FORM

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AUTHORIZATION FORM, INCLUDING ATTACHMENTS, AND AUTHORIZE RABA-KISTNER CONSULTANTS, INC. (R-K) TO PERFORM THE FOLLOWING SERVICE(S): Conduct visual pavement observations on Pond Springs Road in Austin, Texas from approximately sta. 95+00 to 104+00 to include:

- Visual assessment of pavement areas identified by the contractor as unwilling to overlay without remedial measures,
- Verbally indicate general areas of pavement where distress remediation is required by walk-through with client;
- Verbally indicate type of remediation required (i.e. sawcut with full depth removal and patching, sawout with partial depth removal and patching, etc.)
- Provide other consulting services as necessary for plan development.

LOCATION WHERE SERVICES ARE TO BE PERFORMED: Pond Springs Road, Austin, Texas

NAME OF RESPONSIBLE PARTY (CLIENT) THAT APPROVES PAYMENT OF ABOVE SERVICES: Ms. Jessica Rodriguez-Gomez/URS Corporation

COSTS: Costs for Mr. Killingsworth will be billed at \$165/hour in addition to transportation expenses as required. Costs not exceed \$2,000.

ESTIMATED SCHEDULE: Services will be provided as needed through written (email) request by client.

Our invoices are due and payable upon receipt at PO Box 971037, Dallas, Dallas County, Texas 75397-0137. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the attachments. Please sign, date, and return one signed copy of this form to provide our firm with written authorization.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Ms. Jessica Rodriguez-Gomez		
COMPANY NAME:	URS Corporation		
COMPANY ADDRESS:	9400 Amberglan Boulevard		
CITY, STATE, ZIP:	Austin, TX 78729		
PHONE NUMBER:	512.464.4797	FAX NUMBER:	512.419.5824
E-MAIL:	jessica_rodriguez-gomez@urscorp.com		

RABA-KISTNER CONSULTANTS, INC.

Brian M. Killingsworth, P.E.
Senior Project Manager

BMK/jg

Copies Submitted: Above (2)

Attachments: I – Standard Terms and Conditions
II – Schedule of Fees

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SW), Inc.; Raba-Kistner-Brytest, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage,

transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services - not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

During its prime, asbestos was used in over 2,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the Instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various Instruments and for what purposes, and R-K shall copyright the Instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerptation of them.

Parties other than those identified by CLIENT and R-K may apply to use an Instrument, using a form prepared by R-K for that purpose. Others' use of an Instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.
11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT's agreement with the Contractor; CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT's agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.
12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed \$50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of \$1,000,000.
13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.
16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No. PSA08-046-01
July 14, 2009

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL: Principal.....\$135 to \$250/hour
Professional.....\$70 to \$200/hour
Auto Cad Operator.....\$85 to \$110/hour
Technical/Clerical/Administrative.....\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.