RECEIVED

NOV 2 0 2009

BY: PSI

Project Name: US 183 (Riva Ridge Dr. to SH 29)

# 

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 Dannenbaum Engineering Company -- Austin, LLC (the "Engineer") and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on January 9, 2007; and executed Work Authorization No. 2 on January 8, 2008; and executed Work Authorization No. 3 on May 21, 2009;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 the agreement to \$2,580,606.95; and,

WHEREAS, the "Compensation Cap" in Exhibit I, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$2,587,049.92; and,

WHEREAS, it has become necessary to amend the agreement.

### AGREEMENT

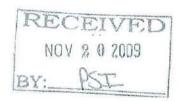
NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit I, Section 1, Item 1.1 is hereby increased from \$2,580,606.95 to \$2,621,672.57.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$2,587,049.92 to \$2,621,672.57.

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: Dannenbaum Engineering Company - Austin, LLC By: Signature	COUNTY: Williamson County, Texas  By: Signature
Thomas C. Arndt, P.E. Printed Name	Printed Name
President Title	Title
//- 20 -0°) Date	Date    12-2-07



Project Name: US 183 (Riva Ridge Dr. to SH 29

# ATTACHMENT A

# WORK AUTHORIZATION NO. 4

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 Dannenbaum Engineering Company – Austin, LLC (the "Engineer").

Part1. The Engineer will provide the following engineering services:

# See Exhibit B.

- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$41,065.62.
- 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 <u>August 31, 2010</u>, unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.
- Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:	COUNTY:
Dannenbaum Engineering Company -	Williamson County, Texas
Austin, LLC  By: Manuar Classific Signature	By: Signature
Thomas C. Arndt, P.E.	Dan A. Gattis
Printed Name	Printed Name
President	County Judge
Title	Title
11-20-09	12-2-09
Date	Date

Project Name: US 183 (Riva Ridge Dr. to SH 29

# LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Fee Schedule

### EXHIBIT A

# WORK AUTHORIZATION NO. \_\_4\_

# SERVICES TO BE PROVIDED BY THE COUNTY

# US 183 WILLIAMSON COUNTY, TEXAS

Riva Ridge Drive to SH 29 Length: 3.70 miles

# PROJECT STATEMENT

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

## PROJECT DESCRIPTION

# **Existing Facility**

The existing facility is a rural four-lane roadway from US 183 from Riva Ridge Drive to SH 29.

# **Proposed Facility**

The proposed facility is two two-lane frontage roads divided by 256 foot Future Transportation Corridor from Riva Ridge Drive to SH 29. Plans, Specifications and Estimate will be based on the Preferred Alternative prepared by Dannenbaum Engineering Company – Austin, LLC.

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the COUNTY shall provide the following, as available:

- 1. Surveying The COUNTY shall provide any existing surveys available to the ENGINEER.
- All survey data shall be in the same coordinate system as that utilized for the adjacent projects.
- 3. The COUNTY shall assist with obtaining right of entry for in the event that the Engineer is not able to obtain right of entry for specific properties.
- Estimate and Quantity Sheets and General Notes The COUNTY will supply current specification and general notes for review by the ENGINEER. The ENGINEER will incorporate into the PS&E, as applicable.
- Copies of appropriate and applicable Standard sheets.

- 6. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
- 7. COUNTY shall provide reviews.

# EXHIBIT B

# WORK AUTHORIZATION NO. 4

# SERVICES TO BE PROVIDED BY ENGINEER

# US 183 WILLIAMSON COUNTY, TEXAS

Riva Ridge Drive to SH 29 Length: 3.70 miles

# PROJECT STATEMENT

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

### SUPPLEMENTAL DESCRIPTION

Services included in this supplemental include:

- 1) Provide a mitigation plan for the Preconstruction Notice to the Ft Worth District of the U.S. Army Corps of Engineers (USACE) under Nationwide Permit #14 (Hicks & Company).
- 2) Provide a 2.5 Acre easement survey in the proposed Northwest County Park along the South Fork San Gabriel River (SAM, Inc.).

# I. PROJECT MANAGEMENT (Function Code 164)

Coordination: The ENGINEER shall coordinate with G.E.C., TxDOT, Williamson County, Pedernales Electric Cooperative, Inc., and sub-consultants.

# II. DESIGN STUDIES (Function Code 110)

Nationwide Permit #14: The ENGINER shall develop a mitigation plan for submittal to the Fort Worth District of the USACE under the Nationwide Permit #14. See Exhibit D scope of services and fee estimate from Hicks & Company.

# III. FIELD SURVEYING (Function Code 150)

Field Surveying: The ENGINEER shall provide a boundary survey, sketches, and field notes for a 2.5 Acre area along the South Fork San Gabriel River within the proposed Northwest County Park. See Exhibit D scope of services and fee estimate from SAM, Inc.

# IV. DELIVERABLES

# Deliverable Requirements:

- 1. All supplemental contract documents, including hard copies and electronic files, shall be turned over to the OWNER at the completion of the project. Contract documents shall be posted to the OWNER'S Internet project management database (if utilized) as requested.
- 2. Supplemental plans shall be developed to half-scale, 11"x17" unless otherwise determined necessary.

EXHIBIT C / FEE ESTIMATE

WORK AUTHORIZATION NO. 4 (Supplemental No.3)

EXHIBIT C - FEE SCHEDULE

DANNENBAUH ENGINEERING COMPANY - Austin, LLC PROJECT SCOPE: PS&E

US 183 Mitigation Plan

16-Oct-09

DATE:

HRVSHT 1.0 20.0 TOTAL 20.0 CLERICAL CADD TECHNICIAN HOURS SENIOP DESIGN TECHNICIAN HOUPS 0.0 GRADUATE ENGINEER HOURS DESIGN ENGINEER HOURG SENIOR ENGINEER HOURS 0.0 CHIEF ENGINEEA HOURS SENIOR STRUCT HYDR ENGR HOURS OA/OC ENGINEER HOURS PROJECT MANAGER ESTIMATED PLAN
SHEET
REQUIREMENTS
ONTY SCALE 2 2 2 17 P. 17 P. 18 P. TOTAL PROJECT MANAGEMENT (FC 164) C. COORDINATION MEETINGS 1 GOOG, With G.E.C. (1 mits.) 2 COOG, With Holes and Company (2 mits.) B. PROJECT MANAGEMENT
1 Monthly Invoice
2 Coord. With G.E.C.
3 Coord. With Holes and Company 1. PROJECT MANAGEMENT (FC 154) VI. YOTAL PROJECT HOURS TASK AND DESCRIPTION

# EXHIBIT C/FEE ESTIMATE

WORK AUTHORIZATION NO. 4 (Supplemental No.3)
EXHIBIT C. FEE SCHEDULE
DANNENBAUM ENGINEERING COMPANY - Austin, LLC
PROJECT SCOPE: PS&E

16-04-09

DATE

TASK AND DESCRIPTION		PROJECT	OAOC	SENIOR	SHE	SHIPRO	DESIGN	GRADUATE	SENIOR DGN	COC		017101
		MANAGER	ENGINEER	HYDR ENGR	ENGINEER	ENGINEER	ENGINEER	ENGINEER	TECHNICIAN	TECHNICIAN	CLERICAL	STATE OF
	HOURLY RATE	856.00	\$58.00	\$58.00	856.00	\$50.00	836.00	832.00	833.50	\$26.00	\$18.00	
1. PROJECT MANAGEMENT (FC 164)	TOTAL HOURS	8.0				11,0					0,1	20.0
	FIXED FEE	\$ 130.36				\$ 160.05		•		•	\$ 5.24	s
	DIRECT SALARY COST \$	1,303.64	•			\$ 1,600.45				•	\$ 52.38	\$
COST INCLUDING	COST INCLUDING OVERHEAD AND PROFIT S	\$ 1,434,00 \$		٠		\$ 1,760.50				,	\$ 57.62	s
IV. TOTAL PROJECT HOURS	TOTAL HOURS	6.0				0.11					1.0	20.0
	FIXED FEE	130.36			•	\$ 160.05	•			·	\$ 5.24	v,
	DIRECT SALARY COST S	-	•			\$ 1,600.45					\$ 52.38	s
COST INCLUDING	COST INCLUDING OVERHEAD AND PROFIT S	-				\$ 1,760.50					\$ 57.62	\$ 3.252.12
Percent of Yotal Cast		44%				24%					2.%	100%
OTHER DIRECT COSTS												
Printing			\$54.80	_					TOTAL LABOR			\$3.252.12
Postago/Ocivery			\$20.00						OTHER DIRECT COSTS	SOSTS		\$202.50
Nesc. Supplies			\$50.00							TOTAL COST		53,454,62
TRAVEL			S77.70						SAM Inc.			86,323.00
									Hicks & Company			\$31,288.00
		,								TOTAL SUBS		\$37,611.00
TOTA	TOTAL OTHER DIRECT COSTS	•	\$202.50									
									TOTALC	TOTAL CONTRACT COST		\$41,065,62

# EXHIBIT C / FEE ESTIMATE

WORK AUTHORIZATION NO. 4 (Supplemental No.3)
EXHIBIT C - FEE SCHEDULE
DANNENBAUM ENGINEERING COMPANY - Austin, LLC
PROJECT SCOPE: PS&E

US 183 Mitigation Plan DATE:

16-Oct-09

# DIRECT REIMBURŞABLE EXPENSES

Reproduction (Mylars Prints, & Xerox)

Submittal	No. of Shts.		x 36	11 x		11 x 17	8 1/2 x 11	36 ' X 4	
	per pkg.	Plots	Prints	Plots	Prints	Color Coples	Copies	Color	Black
1. Work sheets				15	75				
2. Final Draw				3	75				
3. Reports						10	200		
	Totals			15	150	10	200		
Costs:	Color Rolls - Mylars - 11 x B&W Copies Color Copies	· 11 x 17	ft Rolls * @	\$3.00 /SF	3 165 10	Sheets	x \$36.00 x \$1.00 x \$0.12 x \$2.00	=	\$3.00 \$19.80 \$20.00
	Copies - 8 1/2				200		x \$0.06	=	\$12.00
Preliminary Eng						each	x \$25.00	SUBTOTAL	\$54.80
Drainage Repor						each	x \$25.00		
Project Manual						each	x \$50.00		
							SUBTOT	AL PRINTING	\$54.80
Travel To Agencies (Per Diem) (Com) (POV) (Rental) To Project Site (Per Diem)		_trips x _trips x _trips x _trips x	30	People Miles days/trip	x x x x	\$30.00 \$300.00 \$0.555 \$70.00	per/trip = per mile = daily rate =	1	\$33.30
(Com) (POV) (Rental)	1	trips x trips x trips x	80	People Miles	x x x		per/trip = per mile =	2	\$44.4
								SUBTOTAL	\$77.7
Shipping			2	_packages	x	\$10.00	Pkg.	=	\$20.0
Misc Supplies									\$50.0
							TOTA	L EXPENSES	\$202.5



5508 W. Highway 290, Bldg. B Austin, Texas 78735 Ofc 512.447.0575 Fac 512.326.3029

sanı@saminc.biz www.saminc.biz

October 5, 2009

Email: Tommy.Levario@dannenbaum.com

Tommy Levario, Associate Dannenbaum Engineering 3409 Executive Center Drive, Suite 129 Austin, Texas 78731

RE:

Williamson County Northwest Park

Approximately 2.5 Acre Mitigation Easement

SAM, Inc. No. P2009-00519

Dear Mr. Levario:

Surveying And Mapping, Inc. (SAM, Inc.) greatly appreciates this opportunity to provide you with Professional Land Surveying services for this project. The attached scope of service is based upon our understanding of the project and the information provided to us.

Thank you for having SAM, Inc. on your team. We are looking forward to working with you and your staff on this project. If there are any questions concerning the information presented or if we can be of additional assistance, please feel free to contact us.

Sincerely,

Gregory Schmidt, RPLS Survey Project Manager

Cc: Rob Butler, RPLS



### SCOPE OF SERVICES

Northwest Williamson County Park is located near the City of Liberty Hill in Williamson County, Texas. The park comprises approximately 1011 acres fronting on County Road 282, and extends to the east to the South fork of the San Gabriel River. This scope of services includes those tasks necessary to prepare a Metes and Bounds Description and Sketch to be used for establishing a mitigation area easement containing approximately 2.5 acres.

### ASSUMPTIONS

- The Client will provide right of entry onto the park property, and survey field crew will have reasonable
  access to property corners of the boundary.
- Sufficient boundary monuments exist undisturbed to re-establish necessary property lines.
- Client will provide the exact area and location of the proposed Mitigation area prior to project commencement.
- The Easement will be tied to existing boundary corners, but the corners of easement will not be monumented.

### SCOPE OF SERVICES

- SAM, Inc. will perform record research in order to secure ownership and deed information for the subject property and the property adjoining the east side of the subject property.
- · A deed plot of the subject and adjoining properties will be developed.
- An on-the-ground survey sufficient to determine tract boundaries nearest the proposed easement lines
  will be performed on the subject property. The survey will be performed to comply with the minimum
  standards promulgated by the Texas Board of Professional Land Surveying.
- A base map will be submitted to the Client showing the properties surveyed and the proposed easement. The Client will make a final determination of proposed easement boundary locations within the subject property and return this information to SAM, Inc.
- A sketch and metes and bounds description of the proposed easement will be prepared and will be signed and sealed by a Texas Registered Professional Land Surveyor.
- The proposed easement will be referenced to found record monumentation of the parent parcel.
- Horizontal datum will be based on NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, U.S. Survey Feet. Coordinates will be shown as surface values by applying a surface adjustment factor of 1 00012
- All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.).

### PROJECT DELIVERABLES

The project deliverables will consist of:

- · Electronic files in Microstation v8 format.
- Adobe PDF file of the signed and sealed metes and bounds description.
- Two originals of the signed and sealed description.

### ESTIMATED FEES

SAM, Inc. will provide the services described above on a Time and Material basis, based on the attached Standard Corporate Rate Schedule, with an estimated fee of \$6,323, excluding sales taxes. These fees will not be exceeded without you written authorization.

In addition, Sales Tax will be charged (\$521.65) unless a Texas Sales Tax Resale Certificate is provided prior to commencement of services.



### STANDARD AUSTIN SURVEY RATE SCHEDULE

Effective June 1, 2009

(Rates subject to re-negotiation at beginning of each calendar year)

### SURVEY FIELD CREW SERVICES:

Two (2) Person Survey Field Crew	\$130.00 per hour
Three (3) Person Survey Field Crew	\$150.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$32.00 per hour
GPS Field Operator with Vehicle and Receiver	\$105.00 per hour
GPS Receiver (Unmanned)	\$25.00 per hour
Field Coordinator	\$85.00 per hour
Laser Scanning Technician	\$85.00 per hour
Laser Scanner	\$850.00 per day
ATV or Utility Vehicle	\$75.00 per day

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

### SURVEY OFFICE PERSONNEL SERVICES:

Principal	\$170.00 per hour
Associate/Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Staff Surveyor	\$110.00 per hour
GPS/HDS Coordinator	\$105.00 per hour
SIT	\$90.00 per hour
Senior Technician	\$85.00 per hour
Survey Technician	\$75.00 per hour
Clerical Support	\$50.00 per hour

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

### Travel & Subsistence:

All travel and subsistence expenses for personnel are invoiced at actual cost plus 10% handling. Cost of mileage on company-owned vehicles is computed at the current I.R.S. mileage allowance. Cost for company-owned four wheel drive vehicles is computed at the current I.R.S. mileage allowance plus \$30.00 per day.

### Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

# Terms:

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

### Taxes

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

### STANDARD TERMS AND CONDITIONS

- Access To Site Unless otherwise stated, SAM, Inc. will have access to the site for activities necessary for the performance of the services. SAM, Inc. will take
  precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
- Documents Provided By Client Client agrees to provide SAM, Inc. with any and all documents necessary to identify the ownership, location and condition of the
  property to be surveyed including, but not limited to, deeds, maps, title information, and permits; and to obtain for Surveyor the authorization of the owner to enter upon
  the property for the purpose of conducting SAM, Inc.'s work thereon.
- 3. Certifications SAM, Inc. shall not be required to execute any document that would result in its certifying the existence of conditions that SAM, Inc. cannot ascertain.
- Professional Services All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.
- Ownership Of Documents All documents produced by SAM, Inc. under this agreement shall remain the property of SAM, Inc. and may not be used by the Client for any other endeavor without the written consent of SAM, Inc.
- 6. Copyright The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the work product to the benefit of SAM, Inc., including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
- 7. <a href="lnvoices">lnvoices</a> for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, Inc.'s office in Austin, Travis County, Texas.
- 8. Client's obligation to pay Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 1/2 %) per month until paid. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay SAM, Inc. within thirty (30) days after invoices are rendered, then Client agrees that SAM, Inc. shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
- 9. <u>Termination Of Services</u> This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, Inc. shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
- 10. <u>Dispute Resolution</u> Claims or disputes in connection with the services provided under this agreement between Client and SAM, Inc. shall be submitted to non-binding mediation. Client and SAM, Inc. agree to include a similar mediation agreement with all contractors, subconstructors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
- 11. Governing Law This Agreement shall be construed and enforced in accordance with the laws of Texas.
- 12. Indemnification The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, Inc.
- 13. <u>Limitation Of Liability</u> In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, Inc., excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 14. <u>Authority</u> Client affirmatively represents and states that he/she/it is authorized to enter into this Agreement, either as the owner of the property for which the services described herein are to be performed, or as the owner's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement. Surveying And Mapping, Inc. (SAM, Inc.)

Signature Date 10-5-09 Signature Date

Printed Name

Title

Company Name

# Supplemental Scope of Work US 183 from San Gabriel River to SH 29

# Task 1: USACE Preconstruction Notification Mitigation Plan

This supplemental scope and budget assumes that a Nationwide Permit (NWP) with Pre-Construction Notification will be adequate to authorize impacts to waters of the U.S. associated with the proposed US 183 improvements project. Preparation of an Individual Permit is excluded from this scope. This scope and budget assumes that any required mitigation would be handled through either on-site or off-site mitigation.

Sub-Tasks (Task 1a) in this scope of services in the case that the on-site mitigation option is pursued include:

- 1) Coordinate with the engineer, surveyor, County and others.
- 2) Assess the existing habitat value of the impacted stream to determine the appropriate amount of mitigation
- 3) Prepare a mitigation plan for submittal to the USACE as part of the Pre-construction Notification completed under a separate work authorization;
- 4) Coordinate the Draft Mitigation Plan with the internal project team and make any necessary revisions to the plan;
- 5) Coordinate the Draft Mitigation Plan with the USACE and make any necessary revisions to the plan; and
- 6) Attend a site visit with USACE to assess the mitigation.

Sub-Tasks (Task 1b) in this scope of services in the case that the off-site mitigation option is selected include:

- 1) Coordinate with the engineer, surveyor, County and others.
- 2) Delineate all wetlands and jurisdiction waters of the U.S. within the boundaries of one off-site mitigation alternative, of no more than ten (10) acres in size, located at the Williamson County Northwest County Park. This work will be done following the criteria described in the "1987 Corps of Engineers Wetland Delineation Manual" and the "Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region". The delineated boundaries and the location of all observation points will be identified using a Trimble GeoXT GPS unit. A wetland data form will be completed for each observation point. Photographs of the area surrounding each observation point will be taken for inclusion in the jurisdictional determination report. The site reconnaissance will identify other waters of the U.S.;
- 3) Prepare a mitigation plan for submittal to the USACE as part of the Pre-construction Notification completed under a separate work authorization;
- 4) Coordinate the Draft Mitigation Plan with the internal project team and make any necessary revisions to the plan;
- 5) Coordinate the Draft Mitigation Plan with the USACE and make any necessary revisions to the plan; and
- 6) Attend a site visit with USACE to assess the mitigation.

EXHIBIT D
Hicks Company FEE SCHEDULE
US 183 EA
SUPPLEMENTAL SERVICES

		TOTAL	HOURS			0	c		21	4	74.	1	12	*	0	£	3	£	*	ū	=	2	342	SHEW - VS
	Env.																						0	91 930 930 930 930 930 930 930 930 930 930
	Env. Tech III										,	2						,	,				12	9 80 80 80
	Env. Staff I										16	2					8	35	,				8	800 L
	Env. Staff ii										4	7						16	ų				40	95.00 95.00 96.00
	Env. Staff III										-									H		1	•	28.68 K
CLASSIFICATION	Env. Prof. I																						•	6 9
CLASSI	Env. Prof. II									٧	e		•	-		1,51	H	æ	Œ	c	•		350	1 (3) 1/10 S
	Env. Sci. !								,		,	~	^			*		+		,			38	2007 2007 2007
	Env. Sci.ll																						0	(E.S.)
	Sr. Env. Sci.l												,	7		,			•	,	,		Ħ	8 48 E
	Scill Scill																						0	
		FUNCTION CODE / TASK DESCRIPTION		ENVIRON, STUDIES AND PUBLIC INVOLVEMENT (FC 120)	TASKS	Trek 1: Componeatory Matigation Plan		Tack Tr.: On-sdr Magation Plan	Chent and Agency Coordination	Association of Existing Hithdry Value	Mitgaton Planning and Brood Preparation	Coordination of Report with Internal Project Team (DECHNTBANAco)	Coordination of Report with USACE, including response to comments.	USACE Sity Vicit	Task 10: Off-sith Mitgabon Plan (Northwest County Park site)	Clinnt and Agency Coordination	Jursdictional Deformation Field Work	Mingation Planning and Report Preparation	Coordination of Brigart with Internal Project Team (DECHINTBANACO)	Coordination of Report with USACE, including response to comments.	USACE Site Vool		FC 120 SUBTOTAL	6 SHORT WITH SERVICE STATES OF SHORT S

SHRTOTAL S BY FINITHOM CANE	TOTAL	TOTAL SUBTOTAL	SOCNOCIO	TOTAL					
ENVIRON, STUDIES AND PUBLIC INVOLVEMENT (FC 120)	342 8			244 \$ 31.288				-	
								-	
								_	
								_	
	342 \$	\$ 31.044 \$	S 244 S	5 31,288		-	_		

	BASIS	OF ESTIMATE			
PENSES	UNIT	UNIT COST	УТО	Cost	
FLUA MAD GEVELOPUENT EDPRESS JUAG (PEDCA) MARCEL MACUES FELLO EPPENSES MARCEL MACUES FELLO EPPENSES MARCEL FERMANCES & CHITARED PR. STATE	ROUL AFCOST AFCOST	**************************************		**************************************	
		SHBTO	AL EXPENSES		776 3