

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 06-20

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for the 183-A Turnpike Project; and

WHEREAS, the work performed under the CDA requires oversight by the General Engineering Consultant retained by the CTRMA (the "GEC"); and

WHEREAS, the CDA includes a process for the consideration and development of potential change orders for aspects or portions of the work performed under the CDA which might warrant adjustment to the Development Price or the contractual deadlines for performance by the Developer; and

WHEREAS, the change order process includes consideration of potential changes or revisions caused by several sources or events, including certain requests for changes by the CTRMA, certain otherwise undiscovered matters affecting the 183-A Project, as well as other items more fully set forth in the CDA; and

WHEREAS, the CDA provides that all change orders be formally agreed to by the CTRMA and the Developer, and that except those involving an amount up to and including \$50,000.00 as set forth in Resolution No. 05-46 dated June 29, 2005, the Board must approve any change order; and

WHEREAS, the CTRMA, the GEC and the Developer, pursuant to the change order process set forth in the CDA, have determined that administration and remediation of previously undocumented asbestos contamination on various 183-A right of way parcels require the issuance of Change Order No. 4, as set forth and in accordance with the terms thereof and attached hereto as Attachment "A".


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the execution and issuance of Change Order No. 4 as set forth and in accordance with the terms of thereof and attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that Change Order No 4 is made an amendment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 4 is fully executed by the CTRMA and the Developer.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of March, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-20
Date Passed 03/29/06

Attachment "A"

Complete Copy of Change Order No. 4

FILE COPY

EXHIBIT M

FORM OF CHANGE ORDER

CHANGE ORDER PROPOSAL NO. 004

CONTRACT NO. 183A Turnpike

SECTION 1

Originator: Rich Ginder

Date: January 26, 2006

Title: Toll / Aesthetics Manager

Contract No. 183A Turnpike

Company Name: Hill Country Constructors

DESCRIPTION:

Administration and remediation of previously undocumented contaminated ROW parcels.

Scope:

This work consists of administration of remediation efforts by Jenkins Environmental Consulting and asbestos abatement of parcel Nos. 32, 47, 48, 49, 83 and 93 by Southwest Constructor Services, Inc.

CAUSE OF CHANGE ORDER REQUEST:

Preliminary Environmental Assessment of acquired ROW parcels, which identified multiple areas of potential Hazardous Material Contamination, and subsequent further sampling and testing of those sites identified to contain potential hazardous materials (as described in PCO NO. 009 and previously submitted Change Order No. 003) have documented parcels requiring mitigation. This Change Order is requested for administration and remediation of Hazardous Material from these parcels.



Developer Project Manager **3-19-06**
Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 004

CONTRACT NO. 183A Turnpike

SECTION II

The total amount of this Change Order is \$ 39,099.00. Documentation supporting the Change Order is attached as Exhibits 183A CO4.1 through 183A CO4.6

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
D030102	Asbestos Abatement	\$ 38,731.00

Summary of Change Order Proposal by Categories: [Additives/(Credits)]

A.	Developer Labor (construction)	
1.	Wages ¹	\$ 0.00
2.	Labor benefits ² (55% of A.1)	\$ 0.00
B.	Developer and Subcontractor Labor (professional services)	
1.	Wages ¹ (Raw)	\$ 0.00
2.	Labor benefits ² (145% of B.1, which includes overhead and profit)	\$ 0.00
3.	Off-duty peace officers and patrol cruisers ¹	\$ 0.00
C.	Materials ¹ (with taxes, freight and discounts)	\$ 3,477.00

¹ Estimated for Negotiated Change Orders or Actual for Force Account Change Orders.

² Premiums on public-liability and workers-compensation insurance, social-Security and unemployment-insurance taxes.

D.	Developer Equipment ¹	\$	0.00	___
E.	Subcontracts ¹ (Time and Materials costs)	\$	33,575.00	___
F.	Utility Direct Costs ¹	\$	0.00	___
G.	Overhead and Profit			
	1. Labor (25% of A.1 and A.2)	\$	0.00	___
	2. Traffic Control (5% of B.3)	\$	0.00	___
	3. Materials (15% of C)	\$	0.00	___
	4. Equipment (5% of D)	\$	0.00	___
	4. Subcontracts (5% of E)	\$	1,679.00	___
	5. Utility Direct Costs (5% of F)	\$	0.00	___
H.	Grand Total	\$	38,731.00	___

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 004

CONTRACT NO. 183A Turnpike

If the foregoing Change Order Proposal includes claims of Subcontractors or Suppliers, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.



Developer Project Manager

3-19-06

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 004

CONTRACT NO. 183A Turnpike

SECTION IV (Reviewed by GEC Manager)

Michael J. Shaw 3/24/06
GEC Team Construction Manager (CDA) Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 004

CONTRACT NO. 183A Turnpike

SECTION V (Reviewed by GEC Project General Engineer)



Project General Engineer (CDA) **Date** 3/24/06

Comments:


**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 004

CONTRACT NO. 183A Turnpike

SECTION VII (Approval by CTRMA)

CHANGE ORDER ISSUED: Yes No



CTRMA Executive Director

5-22-06

Date

Comments:

Exhibit CO.4.1

Change Order Estimate for Remediation of Undocumented Hazardous Material from parcels within the schematic ROW

Cost Impacts of Change	A.1 Constr Dev Labor (HCC)	B.1* Prof Serv Raw Wages	B.3 Police	C Materials Add. (HCC)	A.3 Equip	E** Subs	F Util Dir Costs	SubTotal
CONSTRUCTION COSTS:								
	\$0	\$0		\$0	\$0	\$0		\$0
(a) Management of Mediation	\$0	\$0		\$0	\$0	\$9,875		\$9,875
Asbestos Abatement	\$0	\$0		\$0	\$0	\$23,700		\$23,700
	\$0	\$0		\$0	\$0	\$0		\$0
	\$0			\$0	\$0	\$0		\$0
	\$0			\$0	\$0	\$0		\$0
	\$0	\$0		\$0	\$0	\$0		\$0
	\$0			\$0	\$0	\$0		\$0
	\$0			\$0	\$0	\$0		\$0
	\$0			\$0	\$0	\$0		\$0
	\$0		\$0					\$0
(b) Disposal Fees (Credit)				\$0				\$0
				\$0				\$0
							\$0	\$0
DESIGN & APPROVAL COSTS:								
Design						\$0		\$0
Independent QA/QC Review		\$0						\$0
Field Exploration		\$0						\$0
Utility Coordination		\$0						\$0
Design Coordination		\$0						\$0
Direct Utility Costs							\$0	\$0
Permits/Fees (DSHS)		\$0		\$3,477		\$0		\$3,477
Traffic Control		\$0				\$0		\$0
SubTotal:	\$0	\$0	\$0	\$3,477	\$0	\$33,575	\$0	\$37,052
MARK-UPS:								
Labor Benefits/Overhead/Profit	\$0	\$0						\$0
OH & Profit	\$0		\$0	\$0	\$0	\$1,679	\$0	\$1,679
SubTotal:	\$0	\$0	\$0	\$3,477	\$0	\$35,254	\$0	

*Based on hourly work

**Based on unit cost and/or lump sum

(a) Missing Jenkins cost to manage mediation of Parcel 49.

(b) Hazardous Material Disposal Fees Included in \$ 23,700 Subcontract

Credit for non-hazardous disposal, 1 Load at \$ 133.00 per load

Total: \$38,731
 Bid: \$0
Total Change: \$38,731

Exhibit CO.4.2



Jenkins Environmental Consulting, LLC.

INVOICE # 5-057.02-I-02

December 1, 2005

Mr. Kris Jensen
Hill Country Constructors
P.O. Box 202770
Austin, TX 78720

PROJECT TITLE: 183A Right of Way, Leander, Texas
Parcel 49
Jenkins Environmental Consulting Project No. 5-057.02

PERIOD OF SERVICE: November 21, 2005, through November 29, 2005

PROFESSIONAL SERVICES: Asbestos Consulting Services

COST OF SERVICES:

Filing of one (1) DSHS 10 day Notifications and one (1) amendment @ \$75.00/each	\$ 150.00
Five (5) shifts of air monitoring/project management @ \$550.00/shift	\$2,750.00
Report preparation	\$ 300.00

TOTAL COST OF SERVICES \$3,200.00

*****Due and Payable Upon Receipt*****

Questions regarding this invoice should be directed to:

Mr. Troy Jenkins
Principal Consultant

Federal Tax ID # 74-2920408

DUNS #041817268

Jenkins Environmental Consulting, LLC.

INVOICE # 5-057.02-I-01

September 12, 2005

Mr. Kris Jensen
Hill Country Constructors
P.O. Box 202770
Austin, TX 78720

PROJECT TITLE: 183A Right of Way, Leander, Texas
Parcels: 93, 83, 48, 47, 32
Jenkins Environmental Consulting Project No. 5-057.02

PERIOD OF SERVICE: August 30, 2005, through September 8, 2005

PROFESSIONAL SERVICES: Asbestos Consulting Services

COST OF SERVICES:

Design specifications prepared by a Texas Department of State Health Services (DSHS) licensed consultant	\$ 1,500.00
Providing bid services	\$ 350.00
Filing of three (3) DSHS 10 day notifications @ \$75.00/each	\$ 225.00
Four (4) hours of contract administration @ \$75.00/hour	\$ 300.00
Seven (7) shifts of air monitoring/project management @ \$550.00/shift	\$3,850.00
Report preparation	\$ 450.00

TOTAL COST OF SERVICES \$6,675.00

*****Due and Payable Upon Receipt*****

Questions regarding this invoice should be directed to:

Mr. Troy Jenkins
Principal Consultant

Federal Tax ID # 74-2920408

DUNS #041817268

TO: Kris

NO. P.O.

NO DELIVERY RECEIPT

NO COST CODE

DIFFERENT PRICE

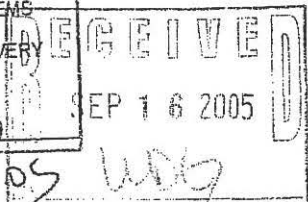
DIFFERENT QUANTITY

ADDITIONAL ITEMS

CONFIRM DELIVERY

APPROVAL

Sub



Jenkins Environmental Consulting, LLC.

July 5, 2005

Mr. Kris Jensen
Hill Country Constructors
P.O. Box 202770
Austin, TX 78720

Regarding: Consultant Services for Abatement of Asbestos-Containing Materials,
Jenkins Environmental Consulting Proposal No. 5-057.02

Dear Mr. Jensen:

Jenkins Environmental Consulting, LLC. is pleased to provide this proposal for the project and area noted below.

Project Location: US Hwy 183A Turnpike Right of Way Parcels
Austin, Texas

Project Description: Consulting services for asbestos abatement of:

- Parcel 32:** Approximately 220 square feet of floor tile and mastic.
- Parcel 47:** Approximately 240 square feet of floor tile and 100 square feet of wallboard in the apartment.
- Parcel 48:** Approximately 550 square feet of sheet vinyl in the main house.
- Parcel 49:** Approximately 1,250 square feet of ceiling texture, 4,000 square feet of wallboard, 7,500 square feet of exterior transite panels, and window glazing on 9-windows in the double-wide home. And, approximately 2,100 square feet of wallboard in the small house.
- Parcel 83:** Approximately 560 square feet of ceiling texture and 700 square feet of joint compound located behind wood paneling.
- Parcel 93:** Approximately 2,000 square feet of ceiling texture, 7,000 square feet of wallboard, and 125 square feet of sheet vinyl in the stone house.

SCHEMATIC PHASE

Jenkins Environmental Consulting will review the facilities and reports furnished by the owner to determine project requirements and will arrive at a mutual understanding of such requirements with the owner.

DESIGN PHASE

Based on the approved schematic concept, Jenkins Environmental Consulting will prepare, for the owner's approval, design documents to fix and describe the size and character of the project as to materials included in the scope of work and such other elements as may be appropriate.

BIDDING PHASE

Jenkins Environmental Consulting will assist the owner in obtaining bids or negotiated proposals. At the owner's direction, Jenkins Environmental Consulting will select and negotiate with one abatement contractor, or schedule and attend a pre-bid conference with a limited number of pre-qualified abatement contractors. Public bids are strongly discouraged.

CONTRACT ADMINISTRATION

Jenkins Environmental Consulting will: provide administration of the contract; visit the site at intervals appropriate to the stage of work to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed be in accordance with the contract documents; conduct inspections to determine the date or dates of substantial completion and/or the date of final completion; render written opinions within a reasonable time on all claims, disputes or other matters in question between the owner and contractor; and, review and certify the amounts due the contractor.

The owner and contractor will communicate through Jenkins Environmental Consulting.

AIR MONITORING AND PROJECT MANAGEMENT

Jenkins Environmental Consulting will provide: on-site representation of the owner's interest; collect, analyze and provide accurate air monitoring data; provide inspections at critical milestones and sign off for the next phase of work; and, provide a final written report containing appropriate documentation for the owner's permanent files.

A representative of Jenkins Environmental Consulting will be on-site during asbestos removal and at other critical junctures of the abatement project.

LEAD BASED PAINT

Currently, there are no Federal or State regulations that require the removal of lead based paint from public buildings prior to renovation or demolition. However, there are regulations from the Occupational Safety and Health Administration (OSHA) 29 CFR part 1925, Lead Exposure in Construction, which dictate that construction workers shall not be exposed to lead in air above established levels. Additionally, there are State and Federal regulations concerning the proper disposal of lead waste under the Resource Conservation and Recovery Act (RCRA).

To determine proper disposal requirements, JEC proposes to collect TCLP samples of each material identified as lead based paint. The TCLP samples should be collected prior to disturbance of the materials.

Mr. Kris Jensen
JEC Proposal No. 5-057.02
July 5, 2005

The invoice will be based on actual time and expenses. The following costs for consultant services are estimates only. This estimate is dependent on efficiency and scheduling of the abatement contractor.

Design specifications prepared by a Texas Department of State Health Services certified consultant, 6 Parcels @ \$250.00/Parcel	\$1,500.00
Providing bid services (Addenda, attendance at pre-bid walk-through, and evaluation of bids)	\$350.00
Filing of Original DSHS 10 Day Notification (Filing Amendments to original @ \$75.00 per amendment)	\$75.00
Four (4) hours of contract administration time at \$75.00 per hour	\$300.00
*Eleven (11), 8 to 10 hour shifts of air monitoring/project management at \$550.00 per shift (includes up to 8 air samples analyzed by PCM per shift)	\$6,050.00
2 TCLP samples @ \$300.00/each	\$600.00
Report Preparation (includes documentation of waste disposal)	\$650.00
TOTAL CONSULTANT COST	\$9,525.00

*Air monitor/project manager fees are based on the duration of the project. The proposed fees are based on a 11-workday project. Should the abatement contractor complete the project ahead of schedule, or exceed the estimated number of working days, the air monitor/project manager fees will be adjusted to reflect the duration of the project. Additional Hygienist hours (over 10 per shift) will be charged at the rate of \$75.00 per hour.

The Texas Department of State Health Services (DSHS) invoices the building owner a fee based upon the amount of asbestos removed. The estimated DSHS fee for this project is \$2,650.00. According to Regulations, this fee can't be paid by JEC. Therefore, it is not included in this proposal.

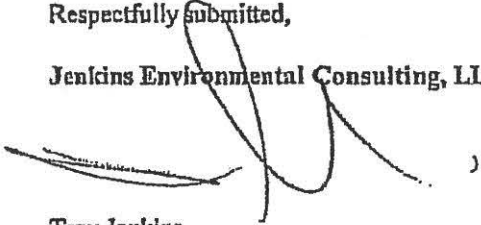
Mr. Kris Jensen
JEC Proposal No. 5-057.02
July 5, 2005

After receiving approval, we will call to coordinate scheduling of fieldwork. Typically, fieldwork can commence within two weeks of approval and the written report will be available two weeks after completion of abatement.

Should you have any questions or need additional information, please call.

Respectfully submitted,

Jenkins Environmental Consulting, LLC.



Troy Jenkins
Principal Consultant

AUTHORIZATION TO PROCEED

The individual executing this Agreement warrants that he or she is duly authorized by the contracting party to execute and deliver this Agreement and that such execution is binding upon such party. Client's signature attests to financial responsibility, ability and willingness to pay invoices. Signing this document gives Jenkins Environmental the authority to file the DSEIS Notification form on behalf of the building owner.

Authorized Client Signature

Jenkins Environmental Consulting, LLC.
7756 Northcross Drive, Suite 103
Austin, Texas 78757
(512) 708-9390

BID OPENING DATA SHEET

Proposed Project: Asbestos Abatement

Project: US Highway 183A Expansion
Location: Future US Highway 183A, Right of Way
Bid Date: July 22, 2005
Time Bids Due: 2:00PM

Project Manager: Troy A. Jenkins
Bid Opener: Troy A. Jenkins
Witness: Matt Zappa
Time Bids Opened: 2:00PM

Contractor	Insurance Received	Base Bid	Rank
Southwest Constructors	Yes	\$23,700.00	1 ST
Sierra Construction Services	Yes	\$28,600.00	2 ND
Basic Industries, Inc.	Yes	\$29,800.00	3 RD
Sisk-Robb, Inc.	Yes	\$35,850.00	4 TH

Description of Alternates: _____

Remarks: All contractors were prequalified based on previous performance on projects designed and monitored by JEC.

Exhibit CO.4.3

PCO NOTICE

PCO Number: 012

PCO Subject: Remediation of Undocumented Hazardous Materials within schematic ROW

Date of Occurrence: 7-5-05

Change Type

Sect. 14.3.1.1_____

Sect. 14.3.1.2_(d)___

A) Facts Underlying Change Order Request & Reasons Additional Compensation or Time is Required

After HCC Design completed the Preliminary Environmental Assessment of the ROW parcels acquired thus far for the Schematic ROW as mandated by CDA Agreements, then further sampling and testing of these sites was completed. This information was provided to CTRMA in PCO #009 and is being processed in Change Order #003. The character, extent, and scope of remediation has been determined for these sites.

B) CTRMA Representative Knowledgeable of Facts Underlying Change Order Request

PCO #009 stated that the plan of action would be established by the sampling and testing completed by firms described in the above mentioned PCO. Notification of the remediation scope and cost is being afforded via this PCO.

C) Documentation and Substance of Oral Communication Involved in Requested Change

Not applicable at this time.

D) Basis for Claim and Necessity to Accelerate Schedule Performance

Currently, locations identified in the Assessment are not impacting job progress but have the potential in the future to delay progress if not dealt with expeditiously.

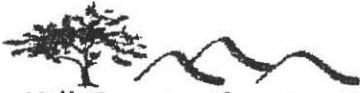
E) Basis that Requested Change is not Required by Contract Documents

CDA Exhibit-C Technical Provisions section 9.3.2.2 specifies that Developer is entitled to compensation for the assessment, characterization, remediation, and management of the contamination as allowed for in section 7.5 and 14 of the CDA Agreement.

F) Particular Elements of Performance for which Additional Compensation is Sought Under Section 14

This PCO includes the cost to administrate and remediate the identified sites. Actual costs of remediation and management is being submitted in this PCO.

G) Potential Critical Path Impacts



Hill Country Constructors

183A Turnpike Project

At this time, there are no anticipated impacts to the critical path associated with this change. The remediation is currently schedule to proceed, to ensure no impact to subsequent work.

H) Estimate of Time that Response by CTRMA would Minimize Cost, Delay, or Disruption of Performance

To facilitate the expeditious execution of this work, HCC would request a response per CDA section 14.3.2.3.3 within 15 business days.

I) Price Elements and Rough Order Budget of this Request for Change

The cost to complete the administrating and remediation required to clear the sites documented in the attached consulting service quote from Jenkins Environmental Consulting is estimated to be approximately \$34,000 prior to any allowable markups afforded by the CDA agreements.



October 4, 2005

Mr. Ralph Gleffe, P.E.
Hill Country Constructors
12357-A Riata Trace Parkway Suite 300
Austin, TX 78727

RE: 183A Project: PCO Notice # 012

13640 Briarwick Drive
Suite 200
Austin, Texas 78729-1706
Phone: (512) 996-9778
Fax: (512) 996-9784
<http://www.ctrma.org>

Dear Ralph:

We have reviewed your Proposed Change Order (PCO) Notice #012 and agree with the proposed remediation.

Executive Director:
Mike Heiligenstein

This response does not constitute the approval of the requested change order. Such approval shall only be granted by formal action of the CTRMA Board of Directors.

Board of Directors:

Robert E. Tesch
Chairman

Lowell Lebermann
Vice-Chairman

Robert L. Bennett
Treasurer

Henry H. Gilmore

James H. Mills

David Singleton

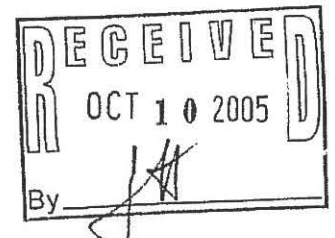
Johanna Zmud, Ph.D.

Please prepare a Change Order per CDA Section 14.3 that meets each of the requirements of CDA Section 14.4 and submit to Richard Ridings for processing.

Sincerely,


Mike Heiligenstein
Executive Director

Cc: Richard Ridings
Brian Cassidy
Curt Ashmos
file



00.03.03

Exhibit CO.4.4



Southwest Constructor Services, Inc.

Invoice

Date	Invoice Number
9/29/2005	5186.01

Bill To
<p>Hill Country Constructors 12357-A Riata Trace Plwy Ste. 300 Austin, Texas 78727</p> <p>Attention: Chris Jensen</p>

Job Number
5186

Description	Amount Due
<p>Asbestos Abatement Parcels 32,47,48,49,83, & 93 US 183A Expansion</p> <p>Abatement Remove and properly dispose of the asbestos containing material identified by Jenkins Environmental for aboved mentioned parcels.</p>	\$23,700.00
<p>Net Due Upon Receipt Due and Payable in Travis County, Texas within 30 days. All past due invoices are subject to a 1.5% monthly finance charge and In the event of default reasonable collection and or attorney fees.</p>	
Total \$23,700.00	

P.O. Box 50469

Austin, Texas 78763

Tel. 512-836-0667

Fax 512-835-9865

**COMPLETION AND BILLS PAID AFFIDAVIT
WAIVER OF MECHANIC'S LIEN
AND
ONE YEAR WARRANTY**

Before me, the undersigned authority, on this day personally appeared the undersigned contractor or his agent, who, after being duly sworn, on oath deposes and says as follows:

The undersigned contractor certifies that he was a contractor or subcontractor, herein called contractor, in the construction of certain improvements on the following described property to wit:

**Asbestos Abatement
At
Us 183a Expansion-Cedar Park, Texas**

Said contractor does certify that the said improvements that the undersigned contracted to perform in connection with said improvements has been entirely completed in accordance with the plans and specifications; that there are no unpaid bills for labor and materials used by the undersigned contractor in the construction of said improvements; the undersigned contractor does further certify that he has not received any notice from any other sub-contractor, materialman or laborer employed on these improvements that any bills are unpaid in connection with the construction of all improvements.

The undersigned contractor for valuable consideration does waive and release any lien which the undersigned contractor might have or claim on the above described real property and improvements on account of labor or materials furnished by the undersigned contractor in connection with the labor materials, and improvements made by the undersigned to the real property owner described above. When all monies received.

Contractor shall warrant construction of work, which shall include labor and materials, for a period of one year beginning on the date of final acceptance of the owner.

Dated this 29-Sep-05.

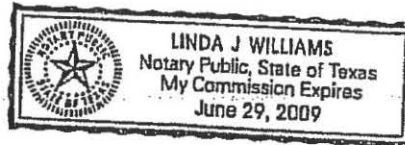
Southwest Constructor Services, Inc.
Contractor

Bill Post
Signature

General Manager
Title

P.O. Box 50469
Address

Austin, Texas 78763
city, state, zip



SWORN TO AND SUBSCRIBED BEFORE ME, UNDER MY OFFICIAL HAND AND SEAL OF OFFICE.

September 29, 2005
Date

[Signature]
Signature

Notary Public in and for the County of Travis State of Texas

Jenkins Environmental Consulting, LLC.

March 23, 2005

Hill Country Constructors
Austin, Texas

via facsimile 512-697-2649

Attention: Kris Jensen

Regarding: Building Investigations for Asbestos and Lead Based Paint
Jenkins Environmental Consulting Proposal No. 5-057.01

Dear Mr. Jensen:

Jenkins Environmental Consulting is pleased to present this proposal to investigate for asbestos-containing materials (ACM) and lead based paint (LBP) **including and limited to** the following services: field observation and investigation by a Department of State Health Services (DSHS) licensed asbestos inspector; sampling of suspect materials; preparation of a final report as required by the DSHS, and preparation of budgetary cost estimates for removal of any confirmed ACM or lead based paint.

Jenkins Environmental Consulting is not responsible for identification of materials that are: 1) concealed in areas that require intrusive sampling techniques, unless directed in writing, by the building owner to collect such samples, or 2) located in occupied areas of the building when sample collection could pose a real or perceived threat to building occupants, or 3) obscured by furniture or other large stationary items.

The proposal is based upon use of our standard contract, access to spaces, drawings you will furnish and the following information provided:

Property Location: 17 parcels associated with US 183A expansion

Property Description: Various structures on 17 parcels

Investigation of the above captioned properties for the presence of asbestos and ACM and LBP is estimated as follows based on time and material expended which may vary:

PROFESSIONAL SERVICES	ESTIMATE
*Investigation and sampling, DSHS licensed asbestos inspector, 32 hours @ \$65.00/hour	\$2,080.00
PLM lab analysis for asbestos, 250 samples @ \$12.00/sample	\$3,000.00
AA lab analysis for lead, 75 samples at \$15.00/sample	\$1,125.00
Confirmation Assessment and Quantification, 6 hours @ \$65.00/hour	\$ 390.00

Mr. Kris Jensen
Hill Country Constructors
March 23, 2005

* Report Preparation, 20 hours @ \$65.00/hour	\$1,300.00
Expendable materials and report reproduction	\$ 60.00
TOTAL ESTIMATED INVESTIGATION COST:	\$7,955.00

* Based upon 32 hours of investigation and sampling, 20 hours of report preparation, 250 asbestos samples collected, and 75 lead samples collected. If fewer or more than 32 hours of investigation and sampling, and/or 20 hours of report preparation are required, fees will be adjusted accordingly. If fewer or more than 250 asbestos and/or 75 lead samples are required, analytical charges will be adjusted.

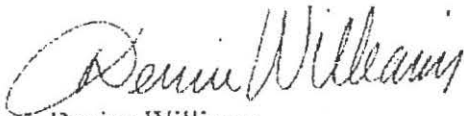
If this proposal is not accepted before 30 (thirty) days of the date and year first written above, it may be voided at the option of Jenkins Environmental Consulting.

If acceptable, please indicate your approval by signing below and returning one hard copy of this agreement to Jenkins Environmental Consulting.

After receiving approval, we will call to coordinate scheduling of fieldwork. Typically, fieldwork can commence within one week of approval and the written report will be completed one week after receiving the laboratory written analysis. A verbal summary may be provided after receiving results from the laboratory.

Should you have any questions or need additional information, please call.

Respectfully submitted,
Jenkins Environmental Consulting



Denise Williams
Senior Project Manager
Asbestos Consultant License No. 105559

AUTHORIZATION TO PROCEED

The individual executing this Agreement warrants that he or she is duly authorized by the contracting party to execute and deliver this Agreement and that such execution is binding upon such party. Client's signature attests to financial responsibility, ability and willingness to pay invoices.

Authorized Client Signature

Jenkins Environmental Consulting, LLC.
 7756 Northcross Drive, Suite 103
 Austin, Texas 78757
 (512) 708-9390

BID OPENING DATA SHEET

Proposed Project: Asbestos Abatement

Project: US Highway 183A Expansion
Location: Future US Highway 183A, Right of Way
Bid Date: July 22, 2005
Time Bids Due: 2:00PM

Project Manager: Troy A. Jenkins
Bid Opener: Troy A. Jenkins
Witness: Matt Zappa
Time Bids Opened: 2:00PM

Contractor	Insurance Received	Base Bid	Rank
Southwest Constructors	Yes	\$23,700.00	1 ST
Sierra Construction Services	Yes	\$28,600.00	2 ND
Basic Industries, Inc.	Yes	\$29,800.00	3 RD
Sisk-Robb, Inc.	Yes	\$35,850.00	4 TH

Description of Alternates: _____

Remarks: All contractors were prequalified based on previous performance on projects designed and monitored by JEC.

NAME OF CONTRACTOR:

SWCS

BID AND FORM OF PROPOSAL

- d. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - e. BIDDER has given Jenkins Environmental Consulting written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Jenkins Environmental Consulting is acceptable to BIDDER.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the work for the following lump sum prices.

.1 Base Bid

.1 Strip, remove, and dispose:

Parcel 32: Approximately 220 square feet of floor tile and mastic.

Parcel 47: Approximately 240 square feet of floor tile and 100 square feet of wallboard in the apartment.

Parcel 48: Approximately 550 square feet of sheet vinyl in the main house.

Parcel 49: Approximately 1,250 square feet of ceiling texture, 4,000 square feet of wallboard, 7,500 square feet of exterior transite panels, and window glazing on 9-windows in the double-wide home. And, approximately 2,100 square feet of wallboard in the small house.

Parcel 83: Approximately 560 square feet of ceiling texture and 700 square feet of joint compound located behind wood paneling.

Parcel 93: Approximately 2,000 square feet of ceiling texture, 7,000 square feet of wallboard, and 125 square feet of sheet vinyl in the stone house.

TWENTY-THREE THOUSAND SEVEN HUNDRED dollars

This Bid includes all applicable sales taxes

(\$ 23,700.⁰⁰)

NAME OF CONTRACTOR: _____

SWCS

BID AND FORM OF PROPOSAL

5. The following attachment is made a condition of this Bid and **MUST BE SUBMITTED WITH BID:**

Proof of Current Asbestos Inclusive Insurance Coverage.

6. Communication concerning this Bid shall be addressed to Jenkins Environmental Consulting.

Jenkins Environmental Consulting, LLC.
7756 Northcross Drive, Suite 103
Austin, Texas 78757
Attn: Troy A. Jenkins
(512) 708-9390
FAX 708-9398

NAME OF CONTRACTOR: SWCS BID AND FORM OF PROPOSAL

If Bidder is:

An Individual:

By N/A
(Print Name and Title of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

doing business as: _____

Business address: _____

Telephone No.: _____

Submitted on: _____ 20____

NAME OF CONTRACTOR: SWCS

BID AND FORM OF PROPOSAL

A Partnership:

By N/A
(Firm Name)

By: _____
(Print Name and Title of General Partner Authorized to Sign)

(Signature of General Partner Authorized to Sign)

By: _____
(Print Name and Title of General Partner Authorized to Sign)

(Signature of General Partner Authorized to Sign)

Business address: _____

Telephone No.: _____

Submitted on: _____ 20____

NAME OF CONTRACTOR: SWCS BID AND FORM OF PROPOSAL

A Corporation:

By: SOUTHWEST CONSTRUCTORS
(Corporation Name)

TEXAS
(State of Incorporation)

By: Bill J. Post - G.M.
(Print Name and Title of Person Authorized to Sign)

Bill J. Post
(Signature of Person Authorized to Sign)

Business address: P.O. Box 50469
AUSTIN, TX
78763

Telephone No.: (512) 836-0667

Submitted on: July 21, 2005

END OF BID AND FORM OF PROPOSAL


ACORD CERTIFICATE OF LIABILITY INSURANCE		OF ID ^{SD} SWCON-1	DATE (MM/DD/YYYY) 05/20/05
PRODUCER William Gammon Insurance 1615 Guadalupe Austin TX 78701 Phone: 512-477-6745		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Southwest Constructors, Inc. Southwest Constructor Services, Inc. P. O. Box 50469 Austin TX 78763		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Texaslaw Indemnity Co. (Emp)	25658
		INSURER B: American Safety Casualty Inc.	
		INSURER C: Texas Mutual Insurance Company	
		INSURER D:	
		INSURER E:	

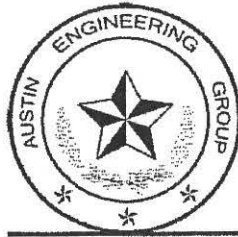
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK ADJ LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contracts Poll Li GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	ENV0092930501	05/19/05	05/19/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Included Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	IHCAP06585845	05/19/05	05/19/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	ENT00092940501	05/19/05	05/19/06	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSP0011620702	05/19/05	05/19/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER INTP00-1 Information Purposes only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Austin Engineering Group
6802 Manzanita
Austin, Texas 78759
Email: Austlnengrgroup@aol.com
Tel: (512) 913-0077 Fax: (512) 233-5222
Web: Austlennviroconsultants.com

Ralph E. Bonnell, CIH

Mr. Bonnell holds a Masters degree in Industrial Hygiene from Texas A&M University and Bachelors degrees from Austin College and the University of Houston in Pre-Medical Biology and Chemical Engineering, respectively. Between 1979 and 1986, when he became certified in Industrial Hygiene in the field of Comprehensive Practice, his work experience ranged from classical Industrial Health and Safety to directing Superfund and EPA environmental health projects.

In the 1990's, he allowed his certification in Industrial Hygiene to lapse when he had the opportunity to correct major health concerns in the electronics industry by moving into the field of research and development. In this capacity, he applied his knowledge of health and safety while developing environmentally friendly processes that have reshaped the electronics manufacturing industry. These processes include the elimination of solvent wash systems, the elimination of flouoinert compounds in the solder reflow process, the elimination of lead based solders in low melt soldering, the use of water as an alternate solvent in many cleaning processes and processes requiring no cleaning.

After advancing to the position of Operations Manager with an Austin based manufacturing firm, he became recertified by the American Board of Industrial Hygiene and returned to Environmental Consulting where he now owns the consulting firm, Austin Engineering Group.

EDUCATION AND PROFESSIONAL ASSOCIATIONS

B. A. Premedical Biology	- Austin College, Sherman, Texas 1977
M.S. Industrial Hygiene	- Texas A&M University, College Station, Texas 1979
B.S. Chemical Engineering	- University of Houston, Houston, Texas 1985
Honors Fraternities:	- Tau Beta Phi & Omega Chi Epsilon
Certified Industrial Hygienist	- ABIH Certificate #8153
Mold Assessment Consultant	- Texas DSHS License #MAC0209
Asbestos Consultant	- Texas DSHS License #105638

PATENTS & PUBLICATIONS

Method of Attaching Electronic Components U.S. Patent # 4,998,342
10 Patentable processes published for public domain by IBM Intellectual Property Law
8 Technical engineering publications in peer reviewed journals

EMPLOYMENT HISTORY

2002-Present	Austin Engineering Group (Owner)
2001-2003	Rimkus Consulting Group, Inc.
2000-2001	Quickturn Precision Sheet Metal, Inc.
1999-Present	Freelance Writer
1985-1999	Multek, Inc. a division of DIIG, Inc (IBM Plant Acquisition)
1985-1996	IBM Corporation
1981-1982	University of Texas School of Public Health
1980-1981	D'Appolonia Consulting Engineers, Inc.
1979-1980	Phelps Dodge Corporation



Ralph E. Bonnell, CIH
Austin Engineering Group
Austin, Texas 78759
Email: Austinenggroup@aol.com
Tel: (512) 913-0077
Fax: (512) 233-5222

To: Mr. Kris Jensen
%Hill Country Constructors

March 17, 2005

From: Ralph E. Bonnell, CIH

Re: Property location: 183A Project(associated structures) Cedar Park ->Leander, Texas
Subject: Estimate for Asbestos Surveys & Consulting Services
AEG File No: 031551

Per our discussion, I have reviewed the information contained in the 183A Turnpike Parcel Report zip file and have put together a bid for each project/parcel based on a fixed price not to exceed bid and also as a cost plus sampling bid for each project with estimates of the expected and maximum numbers of samples at each project site based on our analysis of the descriptions, photos and past experience with similar structures.

Assumptions:

- **If Austin Engineering Group is awarded the entire project; we will further decrease this bid by 10% on all asbestos related survey and laboratory costs, lead sample costs will not change.**
- The **base cost** (typically **\$375/property** with major structures such as residential housing & **\$75/structure on properties with only minor structures**) for each property location asbestos survey includes travel, onsite sampling, structure diagrams with sample location mapping and written report. (Delivery of report will be in hardcopy with an electronic backup copy in Adobe PDF format.)
- The Asbestos laboratory services will be supplied by an independent TDH & NAVLAP certified Laboratory and the number of samples are based on TDH requirements for identifying suspect asbestos containing materials. **Each sample will be billed at \$15/sample.**
- The laboratory services for lead analysis will be supplied by an independent certified laboratory and the number of samples are based on 1 composite paint chip sample from each separately identified type of painted surface. **Each sample will be billed at \$15/sample.**
- The bids for each parcel assumes a survey for every structure presented in the parcel reports. (Some parcels have more or less pictures of structures than listed in the description. In these cases we estimated on the high side by including all structures photographed or specified in the description.)
- Each parcel will be represented in a single report regardless of the number of structures on the parcel. Each structure surveyed on a given parcel will be described with separately with the parcel report.
- We will be able to begin work immediately upon bid acceptance as the parcels are made available to us. We will plan to survey approximately 2 parcels per day and have each parcel report ready for delivery within 5 business days of sampling.
- In the event asbestos containing materials are discovered, remediation planning will be offered at \$125/hour with a maximum remediation plan cost of \$300/Parcel project. Project supervision will be offered at a cost of \$400/day plus \$0.37/mile and \$75/day per diem. This includes onsite air sampling and laboratory analysis for up to 10 air samples per day with each additional sample billed at \$10 each.

The following are the list of parcels outlined in the package you sent to us with an estimate of sampling based solely on the photographs and descriptions contained in each parcel report. (The not to exceed estimate typically errs on the high side):

- Parcel 96 mobile home
 - Not to exceed price - \$1000
 - \$375 for survey & 20-40 samples @\$15 ea
 - Lead samples 3-10 @\$15
- Parcel 95 mobile home – no photos
 - Not to exceed price - \$1000
 - \$375 for survey with 20-40 samples @\$15 ea
 - Lead samples 3-8 @\$15
- Parcel 93 Residential structure
 - Not to exceed price - \$1200
 - \$375 for survey with 20-50 samples @\$15 ea
 - Lead samples 3-12 @\$15
- Parcel 91 – Storage shed
 - Not to exceed price - \$230
 - \$75 for survey & 3-6 samples @\$15 ea
 - Lead samples 1-3 @\$15
- Parcel 90 1 residence & approximately 2 farm related structures
 - Not to exceed price - \$1200
 - \$375 for survey with 20-50 samples @\$15 ea
 - Lead samples 8-18 @\$15
- Parcel 83 1 residence
 - Not to exceed price - \$1000
 - \$375 for survey with 18-35 samples @\$15 ea
 - Lead samples 6-15 @\$15
- Parcel 63 residence & 2 storage sheds
 - Not to exceed price - \$1250
 - \$375 for survey with 20-50 samples @\$15 ea
 - Lead samples 8-18 @\$15
- Parcel 62 farm related structure
 - Not to exceed price - \$340
 - \$75 for survey with 3-15 samples @\$15 ea
 - Lead samples 1-6 @\$15
- Parcel 52 with 2 farm related structures
 - Not to exceed price - \$460
 - \$75x2 for survey with 6-18 samples @\$15 ea
 - Lead samples 4-12 @\$15
- Parcel 49 2 mobile homes and 2 commercial structures – no photo of mobile home #2
 - Not to exceed price - \$1650
 - \$375 for survey with 45-85 samples @\$15 ea
 - Lead samples 12-24 @\$15
- Parcel 48 residence & 2 detached structures
 - Not to exceed price - \$1250
 - \$375 for survey with 20-50 samples @\$15 ea
 - Lead samples 8-24 @\$15
- Parcel 47 residence
 - Not to exceed price - \$1000
 - \$375 for survey with 20-40 samples @\$15 ea
 - Lead samples 6-12 @\$15



- Parcel 36 storage shed
 - Not to exceed price - \$300
 - \$75 for survey with 3-15 samples @\$15 ea
 - Lead samples 2-6 @\$15
- Parcel 32 large metal commercial building
 - Not to exceed price - \$1300
 - \$375 for survey with 20-50 samples @\$15 ea
 - Lead samples 8-24 @\$15
- Parcel 22 Mobile Home
 - Not to exceed price - \$1000 – no photo
 - \$375 for survey with 20-40 samples @\$15 ea
 - Lead samples 6-12 @\$15
- Parcel 14 small residence
 - Not to exceed price - \$360
 - \$75 for survey with 12-24 samples @\$15 ea
 - Lead samples 4-12 @\$15
- Parcel 84 no apparent structures
 - \$75 for survey with no expected samples @\$15 ea
 - Lead samples (no estimate of # @\$15)

Austin Engineering Group is a full service asbestos consulting agency and Mr. Bonnell is a TDH licensed Asbestos Consultant. Our San Antonio partner will supply the TDH licensed project management & PCM laboratory services. Based on past experience, the described survey project should require approximately 5-8 days to complete the field work with reports either delivered in bulk 5 working days after last field sampling day or individually 5 working days after each field work day. All remittance for these services will be billed on a net 30 basis unless otherwise negotiated and penalties will be assessed on delinquent accounts.

Thank you for allowing us the opportunity to bid for this service. If you should have any questions or require additional assistance, please call us. Whether you use our services or not, please let me take this time to wish you every success in your venture!

Sincerely,



Ralph E. Bonnell, CIH
Individual Asbestos Consultant TDH #105638



Exhibit CO.4.5

Hill Country Constructors

12357-A Riata Trace Parkway
Suite 300
Austin, Texas 78727

Phone: 512-233-0101
Fax: 512-697-2649

TRANSMITTAL
No. 01256

PROJECT: 183A TurnPike Project

DATE: 10/22/2005

TO: Central Texas Regional Mobility Auth
12357-A Riata Trace Parkway.
Suite 300
Austin, Texas 78727

REF: Demolition Invoices

ATTN: Carmen Merryfield

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input checked="" type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM	PACKAGE	SUBMITTAL	DRAWING	REV.	ITEM NO.	COPIES	DATE	DESCRIPTION	STATUS
					01	1		Demolition Invoices	

Remarks: These invoices are returned to you for the CTRMA to pay. After a discussion with Mike Snare, it was determined that CTRMA would pay these invoices and then invoice HCC (as done with TXDOT Testing). Should you have any questions please contact me.

CC: Lloyd Peterson, HCC (all contents)
Mike Snare (cover only); FILE

Signed: _____

Ralph Gjeffe



Transmittal
183A Turnpike Project

c/o Turnpike Project Office
12357-A Riata Trace Parkway
Building 5, Suite 300
Austin, Texas 78727-1706

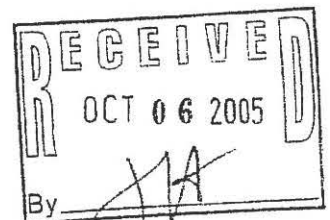
Central Texas Regional
Mobility Authority

Phone: 512-233-0101
Fax: 512-697-2647

Attention	Date 10-05-05	Contract No.
To Ralph Gleffe		
Hill Country Constructors		
12357-A Riata Trace Parkway, Suite 300		
Austin, Texas 78727		
Regarding Texas Department of State Health Services re. Invoice for Demolition		

We are sending you: Attached Under separate cover via _____ the following items

Copies	Date	No.	Description
1	9-21-05		Invoice re. Demolition/Renovation Notification # 2005082000
1	9-21-05		Invoice re. Demolition/Renovation Notification # 2005082255
1	9-21-05		Invoice re. Demolition/Renovation Notification # 2005081976



These are transmitted as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> No Exceptions Noted	<input type="checkbox"/> Revise & Resubmit	<input type="checkbox"/>
<input type="checkbox"/> For your Information	<input type="checkbox"/> Exceptions as Noted	<input type="checkbox"/> Proceed	<input type="checkbox"/>
<input type="checkbox"/> As requested	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> For review/comment	<input checked="" type="checkbox"/> Other	Please let the CTRMA know when HCC pays these invoices.	

Remarks

Copy to PC: 03.03 | Signed Michael Snare
If enclosures are not as noted, please notify us at once. Michael Snare, P.E.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

EDUARDO J. SANCHEZ, M.D.,M.P.H.
COMMISSIONER

RECEIVED

Lockbox - DSHS P.O. Box 12190 Austin, Texas 78711-2190
(512)834-6610 http://www.dshs.state.tx.us

SEP 26 2005

September 21, 2005

CTRMA AUSTIN, TX

For Office Use Only

CENTRAL TEXAS REGIONAL MOBILITY AUT
ATTN: MIKE SNARE
P O BOX 202770
AUSTIN, TX 78720

Remittance #:
ZZ112 - 178
Amount:
RTI: 317504

INVOICE: DEMOLITION / RENOVATION NOTIFICATION # 2005081976

Facility: RESIDENTIAL STRUCTURES-PARCEL 93 AND 83
Location: 601 SPANISH OAKS
Abatement Contractor: SOUTHWEST CONSTRUCTOR SERVICES INC

Please remit the fee assessed for the notification regarding the above mentioned facility, within 60 days of the date of this invoice letter.

RACM reported as follows:

Table with 6 columns: 0 Ln.Ft. / 260 = 0.0 ARU, 10360 Sq.Ft. / 160 = 64.8 ARU, 0 Cu.Ft. / 35 = 0.0 ARU, 0 Ln.Mt. / 80 = 0.0 ARU, 0 Sq.Mt. / 15 = 0.0 ARU, 0 Cu.Mt. / 1 = 0.0 ARU

ARU Integer Total : 64

Fee Calculation : \$25 / ARU - Minimum Fee = \$50 or Maximum Fee = \$3,000 + 3% + Fractional Dollar

FEE : \$1648

Please make Check / Money Order payable to DEPARTMENT OF STATE HEALTH SERVICES.

Write account # ZZ112 - 178 / 2005081976 on payment.

PAST DUE AFTER 11/21/2005

Payment may be made for this notification fee ONLY.
DO NOT combine fees for other notifications, accounts or programs.

IMPORTANT: CREDIT CAN NOT BE GIVEN FOR REMITTANCE UNLESS COUPON AND PAYMENT ARE RETURNED TOGETHER IN COUPON ENVELOPE.

If you have any questions please contact the Environmental Health Notifications Group at (512) 834-6600 or 1-800-572-5548 (Texas Only).



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

EDUARDO J. SANCHEZ, M.D., M.P.H.
COMMISSIONER

RECEIVED
SEP 26 2005

Lockbox - DSHS P.O. Box 12190 Austin, Texas 78711-2190
(512)834-6610 http://www.dshs.state.tx.us

September 21, 2005

CTRMA AUSTIN, TX

CENTRAL TEXAS REGIONAL MOBILITY AUT
ATTN: MIKE SNARE
P O BOX 202770
AUSTIN, TX 78720

For Office Use Only
Remittance #:
ZZ112 - 178
Amount:
RTI: 317504

INVOICE: DEMOLITION / RENOVATION NOTIFICATION # 2005082000

Facility: RESIDENTIAL STRUCTURES - PARCEL 93 AND 83
Location: 601 SPANISH OAKS
Abatement Contractor: SOUTHWEST CONSTRUCTOR SERVICES INC

Please remit the fee assessed for the notification regarding the above mentioned facility, within 60 days of the date of this invoice letter.

RACM reported as follows:

Table with 6 columns: 0 Ln.Ft. / 260 = 0.0 ARU, 10360 Sq.Ft. / 160 = 64.8 ARU, 0 Cu.Ft. / 35 = 0.0 ARU, 0 Ln.Mt. / 80 = 0.0 ARU, 0 Sq.Mt. / 15 = 0.0 ARU, 0 Cu.Mt. / 1 = 0.0 ARU

ARU Integer Total : 64

Fee Calculation : \$25 / ARU - Minimum Fee = \$50 or Maximum Fee = \$3,000 + 3% + Fractional Dollar

FEE : \$1648

Please make Check / Money Order payable to DEPARTMENT OF STATE HEALTH SERVICES.

Write account # ZZ112 - 178 / 2005082000 on payment.

PAST DUE AFTER 11/21/2005

Payment may be made for this notification fee ONLY.
DO NOT combine fees for other notifications, accounts or programs.

IMPORTANT: CREDIT CAN NOT BE GIVEN FOR REMITTANCE UNLESS COUPON AND PAYMENT ARE RETURNED TOGETHER IN COUPON ENVELOPE.

If you have any questions please contact the Environmental Health Notifications Group at (512) 834-6600 or 1-800-572-5548 (Texas Only).



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

EDUARDO J. SANCHEZ, M.D., M.P.H.
COMMISSIONER

Lockbox - DSHS P.O. Box 12190 Austin, Texas 78711-2190
(512)834-6610 <http://www.dshs.state.tx.us>

RECEIVED

SEP 26 2005

CTRMA AUSTIN, TX

September 21, 2005

CENTRAL TEXAS REGIONAL MOBILITY AUT
ATTN: MIKE SNARE
PO BOX 202770
AUSTIN, TX 78720

For Office Use Only	
Remittance # :	
ZZ112 - 178	
Amount :	
RTI: 317504	

INVOICE: DEMOLITION / RENOVATION NOTIFICATION # 2005082255

Facility: RESIDENTIAL STRUCTURES- PARCEL 47 & 48

Location: 1225 CR 271

Abatement Contractor: SOUTHWEST CONSTRUCTOR SERVICES INC

Please remit the fee assessed for the notification regarding the above mentioned facility, within 60 days of the date of this invoice letter.

RACM reported as follows:

<u>0 Ln.Ft.</u> / 260 = 0.0 ARU	<u>890 Sq.Ft.</u> / 160 = 5.6 ARU	<u>0 Cu.Ft.</u> / 35 = 0.0 ARU	<u>0 Ln.Mt.</u> / 80 = 0.0 ARU	<u>0 Sq.Mt.</u> / 15 = 0.0 ARU	<u>0 Cu.Mt.</u> / 1 = 0.0 ARU
------------------------------------	--------------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	----------------------------------

ARU Integer Total : 5

Fee Calculation : \$25 / ARU - Minimum Fee = \$50 or Maximum Fee = \$3,000 + 3% + Fractional Dollar

FEE : \$129

Please make Check / Money Order payable to DEPARTMENT OF STATE HEALTH SERVICES.

Write account # ZZ112 - 178 / 2005082255 on payment.

PAST DUE AFTER 11/21/2005

Payment may be made for this notification fee ONLY.
DO NOT combine fees for other notifications, accounts or programs.

IMPORTANT: CREDIT CAN NOT BE GIVEN FOR REMITTANCE UNLESS COUPON AND PAYMENT ARE RETURNED TOGETHER IN COUPON ENVELOPE.

If you have any questions please contact the Environmental Health Notifications Group at (512) 834-6600 or 1-800-572-5548 (Texas Only).



Central Texas Regional
Mobility Authority

Transmittal

183A Turnpike Project

c/o Turnpike Project Office
12357-A Riata Trace Parkway
Building 5, Suite 300
Austin, Texas 78727-1706

Phone: 512-233-0101
Fax: 512-697-2647

Attention	Date 10-06-05	Contract No.
To Ralph Gleffe		
Hill Country Constructors		
12357-A Riata Trace Parkway, Suite 300		
Austin, Texas 78727		
Regarding Texas Department of State Health Services re. Invoice for Demolition		

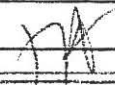
We are sending you: Attached Under separate cover via _____ the following items

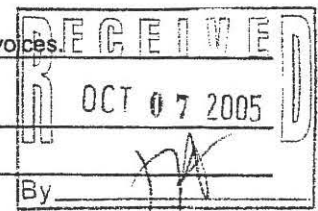
Copies	Date	No.	Description
1	9-21-05		Invoice re. Demolition/Renovation Notification # 2005082343

These are transmitted as checked below:


<input type="checkbox"/> For approval	<input type="checkbox"/> No Exceptions Noted	<input type="checkbox"/> Revise & Resubmit	<input type="checkbox"/>
<input type="checkbox"/> For your information	<input type="checkbox"/> Exceptions as Noted	<input type="checkbox"/> Proceed	<input type="checkbox"/>
<input type="checkbox"/> As requested	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> For review/comment	<input checked="" type="checkbox"/> Other	Please let the CTRMA know when HCC pays these invoices.	

Remarks

By: 



Copy to 03.03
If enclosures are not as noted, please notify us at once.

Signed 
Michael Snare, P.E.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

EDUARDO J. SANCHEZ, M.D.,M.P.H.
COMMISSIONER

RECEIVED

OCT 04 2005

Lockbox - DSHS P.O. Box 12190 Austin, Texas 78711-2190
(512)834-6610 http://www.dshs.state.tx.us

September 21, 2005

CTRMA AUSTIN, TX

CENTRAL TEXAS REGIONAL MOBILITY AUT
ATTN: MIKE SNARE
PO BOX 202770
AUSTIN, TX 78720

For Office Use Only
Remittance #:
ZZ112 - 178
Amount:
RTI: 317504

INVOICE: DEMOLITION / RENOVATION NOTIFICATION # 2005082343

Facility: RESIDENTIAL STRUCTURE - PARCEL 32
Location: 1858 CR 269
Abatement Contractor: SOUTHWEST CONSTRUCTOR SERVICES INC

Please remit the fee assessed for the notification regarding the above mentioned facility, within 60 days of the date of this invoice letter.

RACM reported as follows:

Table with 6 columns: Ln.Ft., Sq.Ft., Cu.Ft., Ln.Mt., Sq.Mt., Cu.Mt. and their respective ARU calculations.

ARU Integer Total : 1

Fee Calculation : \$25 / ARU - Minimum Fee = \$50 or Maximum Fee = \$3,000 + 3% + Fractional Dollar

FEE : \$52

Please make Check / Money Order payable to DEPARTMENT OF STATE HEALTH SERVICES.

Write account # ZZ112 - 178 / 2005082343 on payment.

PAST DUE AFTER 11/21/2005

Payment may be made for this notification fee ONLY.
DO NOT combine fees for other notifications, accounts or programs.

IMPORTANT: CREDIT CAN NOT BE GIVEN FOR REMITTANCE UNLESS COUPON AND PAYMENT ARE RETURNED TOGETHER IN COUPON ENVELOPE.

If you have any questions please contact the Environmental Health Notifications Group at (512) 834-6600 or 1-800-572-5548 (Texas Only).

Exhibit CO.4.6



March 16, 2005

Hill Country Constructors
12357 Riata Trace Parkway, Suite 300
Austin, Texas 78727

Sent via facsimile email to Kris.Jensen@gcinc.com and U.S. Mail

Attention: Kris Jensen, Structures Engineer

Reference: PROPOSAL FOR ASBESTOS MATERIALS AND LEAD PAINT SURVEY
Multiple Structures on 17 Parcels,
Cedar Park and Leander, Texas
Baer Engineering Proposal No. 051024-5.010

Dear Mr. Jensen:

Baer Engineering and Environmental Consulting, Inc. is pleased to submit this proposal to provide an asbestos materials and lead paint survey for the above referenced project. This proposal is based on information provided by you to Mr. Geoff Dupree and Wayne Malek of Baer Engineering and our experience with similar projects.

The following sections present the project information, our proposed scope of services, reporting, time and fee information, and procedures for authorization to perform our services.

1.0 PROJECT INFORMATION

Highway 183A, a new corridor under construction, will be crossing the 17 parcels of land in Cedar Park and Leander. These parcels have a variety of different structures that are scheduled to be demolished. Baer Engineering has been requested to provide a proposal for an asbestos material and lead paint survey of all structures located on these 17 different parcels. The following table summarizes each parcel, the structure types, and applicable regulations.

Parcel No.	Type of Structures	Public Building	Applicable Regulations *
14	Single-Story Residence	No	TAHPR
22	Mobile Home	No	TAHPR
32	Commercial Building	Yes	TAHPR
36	Storage Shed	No	NESHAP
47	Single-Story Residence	No	TAHPR
48	Single-Story Residence	No	TAHPR
49	Two Commercial Buildings	Yes	TAHPR
	Two Mobile Homes	No	TAHPR

Parcel No.	Type of Structures	Public Building	Applicable Regulations *
52	Two Barns	No	NESHAP
62	Barn	No	NESHAP
63	Single-Story Residence	No	TAHPR
83	Single-Story Residence	No	TAHPR
84	Water Pump Facility	No	NESHAP
90	Single-Story Residence	No	TAHPR
	Two Barns	No	NESHAP
91	Storage Shed	No	NESHAP
93	Single-Story Residence	No	TAHPR
95	Mobile Home	No	TAHPR
96	Mobile Home	No	TAHPR

* TAHPR – Texas Asbestos Health Protection Rules
NESHAP – National Emissions Standard for Hazardous Air Pollutants

Our survey will be limited to the structures summarized on the above table. Baer Engineering interprets the applicable regulations as follows (confirmed during recent discussion with Texas Department of State Health Services Asbestos Branch personnel):

- The commercial structures will fall under the Texas Asbestos Health Protection Rules (TAHPR) because they are considered public buildings.
- The single family residences and mobile homes will fall under TAHPR because these structures are being demolished to make right-of-way for a public thoroughfare.
- The barns, storage sheds, and water pump facility will fall under the Environmental Protection Agency, National Emissions Standard for Hazardous Air Pollutants (NESHAP).

2.0 SCOPE OF SERVICES

Asbestos: The current TAHPR detail specific requirements for material sampling, laboratory analysis, and survey documentation prior to demolition operations that could disturb asbestos materials. We understand the purpose of this asbestos survey project is to provide documentation of asbestos-containing materials (ACM) in the above-referenced structures. We will perform the survey to include appropriate material sampling, laboratory analysis and reporting to comply with the TAHPR for demolition operations in the applicable structures listed in the above table. TAHPR requires a minimum of three material samples be collected from each homogenous area of suspect asbestos containing material. The remaining structures not regulated by TAHPR will be surveyed in compliance with NESHAP for demolition operations.

The building survey will begin with a preliminary review of pertinent available building plans and specifications, if available. We will then conduct a visual survey and material sampling at each site. We will need complete access to each structure to complete our survey, including access to each roof.

An experienced individual inspector licensed by the Texas Department of State Health Services (TDSHS) will conduct the asbestos materials survey and sampling. We will identify potential ACM and collect samples of these materials in accordance with the TAHPR. The samples will be sent to a TDSHS licensed laboratory where they will be analyzed for the presence of asbestos

utilizing Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993).

Minor destructive sampling will be required to accomplish the material sampling. We will patch sample areas but will not repair to pre-sample conditions. Additional sampling may be necessary if the demolition uncovers concealed suspect materials. We will coordinate all destructive sampling requiring repairs with your on-site representative.

The information obtained by the building survey, material sampling, and laboratory analysis can be utilized to develop abatement plans, if necessary. The scope of our proposed services does not include development of abatement plans and specifications. Baer Engineering can provide these services as an additional service and will submit a written proposal for your approval, if requested.

Lead: There are no governing regulations regarding the collection of lead-based paint samples in the structures scheduled to be surveyed, other than OSHA requirements for worker protection if lead dust is created during renovations and EPA requirements for proper disposal of lead-containing materials.

Baer Engineering recommends two different types of lead paint analysis to verify the presence of lead paint, as follows:

- Baer Engineering will use the LeadCheck™ test kit to perform colorimetric testing of paints in the structures for determining qualitatively the presence of lead. This type of analysis will reduce cost and analysis will be achieved on-site. This type of analysis will detect lead in paints at 0.5% or greater. This analysis will help determine if lead paint is present and allow for appropriate OSHA requirements for worker protection during demolition.
- A Toxic Characteristic Leaching Procedure (TCLP) analysis is required of demolition debris on each site. This analysis will identify the probable construction waste disposal requirements for lead containing materials in accordance with EPA regulations. The samples can be submitted to DHL Laboratory in Round Rock, Texas for TCLP analysis. These samples can be collected by the demolition contractor, although Baer Engineering can provide this service for an additional fee.

3.0 REPORTING

We will prepare a letter report documenting the asbestos material survey and a letter report documenting the lead paint survey for each parcel. We will provide a single copy of each report. The general format of the report will present the background information, purpose and scope of the survey, the survey procedures, survey findings and recommendations.

Each report will include:

- List of homogeneous areas suspected to contain asbestos and/or lead;
- List of material samples obtained with identification of samples that were found to contain asbestos and/or lead paint;
- Quantity estimates of each homogeneous area of asbestos-containing material identified; and
- Individual laboratory analysis reports.

We will provide quantity estimates of each asbestos material identified and/or lead paint identified based on building dimensions shown on the construction as-built drawings, if available, and standard dimensions of construction materials such as vinyl floor tiles, ceiling tiles and door frames. The quantity of asbestos materials or lead paints will be the total quantities in homogeneous material areas and will not relate to specific individual areas of planned renovation or demolition in the buildings.

4.0 TIME AND FEE INFORMATION

We will provide a verbal report after the laboratory analysis of materials samples is received. The final letter reports will be submitted within two weeks of receipt of the laboratory results. If Hill Country Constructors requires a different time frame, we will adjust our schedule to meet your needs. We can begin this work with your written authorization to proceed.

The actual fee for our services described above will be based on the time required and expenses incurred to complete the project. We recommend budgeting the following amount for each parcel for the services outlined above:

Parcel Number	Number and Type of Structures	Fee Estimate
14	1 Non-public	\$1,300
22	1 Non-public	\$1,300
32	1 Public	\$1,400
36	1 Non-public	\$1,100
47	1 Non-public	\$1,300
48	1 Non-public	\$1,300
49	2- Public 2 Non-public	\$1,600
52	2 Non-public	\$1,100
62	1 Non-public	\$1,100
63	1 Non-public	\$1,300
83	1 Non-public	\$1,300
84	1 Non-public	\$1,100
90	3 Non-public	\$1,600
91	1 Non-public	\$1,100
93	1 Non-public	\$1,300
95	1 Non-public	\$1,300
96	1 Non-public	\$1,300
TOTAL		\$21,800*

* If Baer Engineering is authorized to perform the survey work for all seventeen parcels, the total fee estimate above will be reduced by 10%.

Our service fee estimate includes expenses for project personnel to perform the site survey work without building area access delays and includes analysis of up to 12 samples for asbestos and four samples for lead in each building. The TCLP analysis is not included in the above fee estimate. Additional samples will be billed at an additional fee of \$10 each. Requests for additional services, beyond the scope of services presented in this proposal, will

be based on the time required and expenses incurred in accordance with the attached schedule of fees. We will not perform additional services without your prior authorization.

5.0 SURVEY QUALIFICATIONS

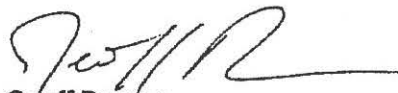
Baer Engineering will observe existing conditions in the facility using generally accepted procedures and will provide a general description of the materials observed during our survey. There is always a possibility that conditions at some locations may be different from those at areas targeted during our survey. It is also possible that some spaces where asbestos materials are located could be concealed (e.g., inside pipe chases and wall cavities and under carpeting in occupied spaces) and not be readily accessible without excessively destructive methods or building demolition. Excessively destructive testing, while not normally done, will be approved by the facility owner in advance. The analysis of the samples obtained with respect to the presence and amount of asbestos, if any, is limited to that for the discrete area and quantity of material sampled at that particular location. Different analytical results may be obtained at adjacent areas due to variations in the material type and consistency. The results of this survey should not be utilized as a scope of work for abatement. Additional visual observations may be required to delineate the extent of asbestos-containing materials identified in the building for specific abatement project planning, be needed as a result of the survey.

6.0 AUTHORIZATION

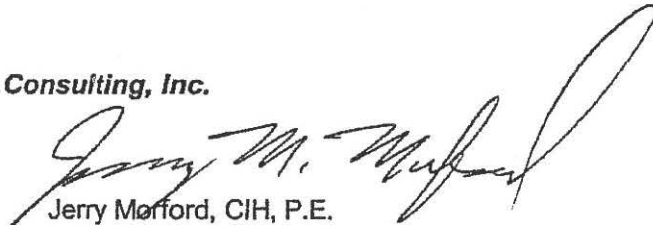
Baer Engineering will perform the above scope of services in accordance with the terms and conditions of the attached Professional Services Contract. Please authorize us to proceed with these services by signing the work authorization line on the last page of the contract and returning this document in its entirety to our office. Our services and confidential reports will be prepared on the behalf of, and for the exclusive use of, you and your agents.

Sincerely,

Baer Engineering and Environmental Consulting, Inc.



Geoff Dupree
Project Consultant
THSHS License No. 10-5606



Jerry Morford, CIH, P.E.
Industrial Hygiene Services Manager
THSHS License No. 10-5537

Attachments: 2005 Schedule of Fees
Professional Services Contract

2005 SCHEDULE OF FEES
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, Inc.

ENGINEERING AND ENVIRONMENTAL

Principal	Engineer, Geologist, Hydrogeologist, Scientist, Consultant, per hour	140.00
Senior	Engineer, Geologist, Hydrogeologist, Scientist, Consultant, Project Manager, per hour	120.00
Project	Engineer, Geologist, Hydrogeologist, Scientist, Project Manager, per hour	100.00
Staff	Engineer, Geologist, Hydrogeologist, Scientist, per hour	90.00
Field	Engineer, Geologist, Hydrogeologist, Scientist, per hour	80.00

INDUSTRIAL HYGIENE

Certified Industrial Hygienist	140.00
Asbestos Consultant, Lead Project Designer	95.00
Asbestos Management Planner, Lead Assessor	85.00
Asbestos Project Manager/ Air Monitoring Professional	65.00
Asbestos/Lead Inspector, Air Monitoring Professional	55.00

TECHNICAL SUPPORT

CADD Operator/Drafter, Information Technology	65.00
Senior Technician	60.00
Project Technician	50.00
Associate Technician	40.00

ADMINISTRATIVE SUPPORT

Administrative Assistant	45.00
Clerical Assistant	35.00

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

Time spent on projects in litigations, in depositions, and providing expert testimony will be charged at the standard rate times: 1.5

Technician and Support Personnel time for work over 8 hours per day and on holidays, Saturday and Sunday will be charged at the standard rate times: 1.5

EXPENSES

Company/personal vehicle travel expenses, per mile	\$0.40
Per diem expenses when required to remain overnight outside Austin metropolitan area, and common carrier or car rental costs will be charged at cost multiplied by:	1.25
Special equipment or supplies, laboratory charges, permits, shipping charges, special printing or other items not customarily provided by Baer Engineering will be charged at cost multiplied by:	1.25
Subcontract services (if required) will be invoiced at our cost multiplied by:	1.15

**PROFESSIONAL SERVICES CONTRACT
Asbestos/Lead Investigation or Abatement Projects**

1. **THE AGREEMENT.** This agreement is made by and between Baer Engineering & Environmental Consulting, Inc., (hereafter Baer Engineering or Baer) and Hill Country Constructors (hereinafter referred to as "Client). The agreement between the parties consists of this Agreement together with any attachments and exhibits mentioned herein. Together, these documents will constitute the entire agreement superseding any and all prior dealings and understandings. Any modifications of this Agreement must be mutually agreed to in writing.
2. **PROJECTS.** Client engages Baer Engineering to perform professional environmental consulting services for a variety of projects to be determined by Client during the term of this Agreement.
3. **SCOPE OF SERVICES.** A detailed "Scope of Services" document, with a cost estimate, is presented in a written proposal accompanying this agreement herein after referred to as Exhibit A. The Scope of Services document for each project will be differentiated by date or by a letter or number. Changes to the Scope of Services must be mutually agreed to in writing. Services not set forth in a Scope of Services document are excluded from the scope of Baer's services and Baer shall have no responsibility to perform them. If however, Client agrees to compensate Baer Engineering for services that are outside the Scope of Services, and Baer agrees to perform them, then such compensation is to be made based on Baer Engineering's prevailing fee schedule and expense reimbursement policy, as detailed in Exhibit A.
4. **DEFINITIONS.** As used throughout this Agreement, certain terms should be understood to have the following meanings:
 - A) "Claim" - shall mean claims that are legally enforceable and includes liabilities for all manner of losses, injuries, costs, expenses, and interest.
 - B) "Construction" - shall mean not only construction, but also includes demolition and abatement.
 - C) "Instruments of Service" - shall include what are commonly called "the Contract Documents," as well as any other reports, plans, specifications, and computer files prepared by Baer Engineering pursuant to its performance under this Agreement.
 - D) "Law" - shall mean any type of law, including statutes, regulations, ordinances, codes, rules, case law, court orders, or administrative agency orders.
 - E) "Negligent" or "Negligence" - Except where explicitly otherwise stated, in addition to its common law definition, for the purposes of brevity the term "negligence" is meant to also include intentional misconduct of Baer employees to the extent their acts are within the scope of their employment.
5. **COMPENSATION.** Client agrees to compensate Baer Engineering timely in the amounts and at the rates set forth in Exhibit A.
6. **STANDARD OF CARE.** Baer Engineering will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty or guarantee, express or implied, made in connection with the providing of these services. Client recognizes that site or building structure conditions may vary from those observed at locations where samples are collected, and that site conditions may change with time. Data, interpretations, and recommendations by Baer Engineering will be based solely on information available to Baer Engineering. Baer Engineering is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for the accuracy of information provided by others.
7. **INSURANCE.** Baer Engineering represents that it maintains the following insurance coverage:

<u>Type/Limits</u>
Worker's Compensation and Employers' Liability /Statutory
General Liability /\$1,000,000 per occurrence/\$1,000,000 aggregate
Automobile Liability /\$1,000,000 per person/\$1,000,000 per occurrence
Professional Liability /\$1,000,000 per occurrence/\$1,000,000 aggregate

If Client desires additional insurance coverage, Baer Engineering will obtain said coverage (if procurable) at Client's expense, to protect Baer Engineering and Client, upon written notice to Baer specifying the types and amounts of coverage(s) desired.
8. **LIMITATION OF LIABILITY.** Baer is not an insurer, and will not accept a liability that is out of proportion to the income generated by a particular project. THEREFORE, AS A FUNDAMENTAL TERM OF THIS CONTRACT, CLIENT AGREES THAT BAER ENGINEERING'S LIABILITY, (and that of its officers, directors, employees, agents, and subcontractors) TO CLIENT OR ANY THIRD PARTY DUE TO NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OR FOR BREACH OF THIS CONTRACT SHALL BE LIMITED TO AN AGGREGATE OF \$50,000.00 OR THE TOTAL AMOUNT OF BAER'S CHARGES AND FEES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BAER AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$1,000,000.00, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTANCE OF BAER'S PROPOSAL, PROVIDED THAT CLIENT PAYS AN ADDITIONAL CONSIDERATION OF TWENTY PERCENT (20%) OF BAER'S TOTAL CHARGES AND FEES, OR \$2,000.00, WHICHEVER IS GREATER. IT IS AGREED AND UNDERSTOOD THAT THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BAER AND IS NOT A CHARGE FOR ADDITIONAL LIABILITY INSURANCE. This limitation shall not apply to the extent that may be prohibited by law.
9. **INDEMNIFICATION.** When an indemnity is provided for in this Agreement, such indemnity shall extend not only to actual and punitive damages for the claim itself, but also the costs of defense (e.g., attorney fees and court costs) and similar costs incurred in enforcing the indemnity.

A) Baer Engineering's Indemnities

- i. **Acts of Baer.** Baer Engineering agrees to indemnify and hold Client harmless from and against claims arising directly from the negligent acts and omissions of Baer Engineering in its performance of its contractual obligations, but only to the extent that Baer Engineering is responsible on a comparative basis of fault and responsibility. Such indemnification and liability shall not extend to consequential damages (e.g., loss of use or profits). Nor shall Baer Engineering indemnify Client for damages caused by Client's own negligence, nor for punitive or exemplary damages unless they are assessed against Baer Engineering for an act or omission committed by Baer Engineering.
- ii. **Acts of Subconsultants.** Baer Engineering agrees to indemnify and hold Client harmless from and against claims arising directly from negligent acts and omissions of subconsultants hired by Baer to render professional services under this Agreement; however, Baer will not indemnify for their intentional misconduct.

B) Client's Indemnities

- I. **Acts of Client & Client's Agents.** Client shall defend, indemnify, and hold harmless Baer Engineering and its directors, officers, shareholders, employees, and agents from and against any and all claims which result from or arise out of: acts or omissions of Client, Client's employees, agents, and subcontractors and their employees or agents; changes to Baer Engineering's plans, specifications or other Instruments of Service authorized or allowed by Client, but not approved by Baer in writing.
the release of any hazardous substance not caused by Baer; or
generation, treatment, or transportation of waste materials not performed by Baer.
- II. **Early Termination.** If Baer Engineering for any reason does not complete all of the services contemplated by this Agreement, it is agreed that Baer will not be responsible for the accuracy, completeness, or workability of the Instruments of Service that were completed or changed by Client or another party. Client therefore agrees to indemnify Baer Engineering from any claim allegedly arising from use of, completion of, or changes made to, the Instruments of Service.
- III. **Exception.** None of Client's indemnities shall apply to a claim that is solely the result of Baer Engineering's negligent act or omission.

10. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Baer Engineering nor Client, their respective officers, directors, partners, employees contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver includes, but is not limited to, loss of use or rent, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred for any reason.

11. **NO WARRANTIES.** Both parties agree that no warranties are intended to be made in this Agreement, either expressed or implied. Baer Engineering shall not be required to execute any documents, no matter by whom requested, that would, in Baer's sole opinion, increase Baer's contractual or legal obligations, risks, or the cost of its professional liability insurance. This includes requests to Baer to certify, guarantee, or warrant the existence or absence of conditions that Baer is not able to ascertain. Client agrees not to make resolution of any dispute or payment of any amount due to Baer in any way contingent upon Baer's executing any additional agreement or certification.

12. **CONFIDENTIALITIES**

- A) Baer Engineering shall hold confidential all business or technical information specifically designated as such by Client in writing and obtained from the Client or its affiliates or generated in the performance of this Agreement. If such information is in hardcopy form, Client must stamp it with the word "Confidential." Baer Engineering shall not disclose such information without Client's consent except to the extent required for (i) the performance of this Agreement, (ii) compliance with professional standards of conduct for preservation of public safety, health, and welfare, (iii) compliance with any court order or other governmental directive, and/or (iv) protection of Baer Engineering against claims or liabilities arising from performance of this Agreement. Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.
- B) Notwithstanding the foregoing, it is agreed that Baer Engineering shall, promptly upon notice of the necessity of disclosure of information pursuant to (a)(i) through (a)(iv) above, notify the Client prior to any such disclosure. The Client may contest the requirement for or necessity of any such disclosure provided that such contest shall not subject Baer Engineering to any legal liability, claim, expense, criminal penalty, or prosecution for a crime.
- C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Client, and to render opinions and advice in that regard, then those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against Baer. To help create an atmosphere in which Baer can freely and candidly communicate to Client, Client agrees, to the fullest extent permitted by law, to keep the existence and contents of such communications confidential. Should Client, for any reason, disclose such information, then Client will indemnify Baer for any claims that may arise based on the opinions and reports rendered by Baer Engineering to Client.

13. **SITE ACCESS AND CONDITIONS.** If site access is required as part of the services, Client shall indicate to Baer Engineering any limits to access and shall be responsible for the accuracy of such information.

- A) Client shall grant free access to the site for all necessary equipment and personnel. Client shall notify any and all possessors of the project site, whether they be lawfully or unlawfully in possession, that Client has granted to Baer Engineering free access to the project site and Client shall secure permission (and any permits) necessary to allow Baer Engineering free access to the project site at no charge to Baer Engineering.

- B) Client understands that material sampling and the use of testing equipment, if necessary, may cause some minor property damage at the sampling or test locations and agrees that the correction of such damage is not a responsibility of Baer Engineering unless specifically included in the written scope of services.
- C) Client will make available to Baer Engineering all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, and written reports. Client will immediately transmit to Baer Engineering any new information that becomes available or any change in plans.

14. BILLINGS AND PAYMENT.

- A) Fees and all other charges will be billed monthly as the services progress, and the net amount shall be due 30 days after the time of billing. If Client objects to all or any portion of any invoice, Client will notify Baer Engineering in writing within fourteen (14) calendar days of the invoice date, state the reason(s) for disagreement, and pay when due that portion of the invoice that is not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client agrees to pay the balance due as shown on the invoice.
- B) Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1.5 percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including attorneys fees) in connection with collection of any delinquent amount will be paid by Client to Baer Engineering per Baer Engineering's then prevailing fee schedule and expense reimbursement policy. In the event Client fails to pay Baer Engineering within sixty (60) days after invoices are sent, Client agrees that Baer Engineering will have the right to consider failure to pay the Baer Engineering invoice as a breach of this Agreement, and stop work on the project. The parties agree that any failure of Baer Engineering to aggressively pursue remedies for such a breach, shall not be considered to be a waiver of its rights to pursue its remedies for the breach at a later time, or considered as a waiver of its right to expect timely payment of subsequent invoices.

15. RISK ALLOCATION. Client acknowledges and accepts the risk that:

- A) Site conditions such as remodeling of structures, substitutions of construction building materials, and other conditions can vary from those encountered at the times and locations where data on them were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site;
- B) Governmental regulations relating to the environment, hazardous substances, asbestos, or other waste may change with time and may purport to require achievement of results that cannot be accomplished in an absolute sense (e.g., the construction of and entirely impermeable containment). Baer Engineering agrees to use reasonable professional efforts to comply with all laws applicable to its work that are in effect as of the date of this Agreement;
- C) Projects such as those involving abatement of asbestos and lead, may not perform as anticipated by Client, even if Baer Engineering's services are performed in accordance with Paragraph 6.

16. LATENT HAZARDS. Discovery of Unanticipated Hazardous or Toxic Materials.

- A) Hazardous or toxic materials may exist at the site or on portions of the site where there is no reason to believe they could or should be present. In regard to them:
 - i. Baer Engineering and Client agree that the discovery of such materials where they are not anticipated constitutes a changed condition mandating a re-negotiation of the Scope of Services or termination of services. Baer Engineering and Client also agree that the discovery of unanticipated hazardous or toxic materials may make it necessary for Baer Engineering to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate Baer Engineering for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous or toxic materials.
 - ii. Baer Engineering agrees to notify Client when unanticipated hazardous or toxic materials or suspected hazardous or toxic materials are encountered. Client agrees to consult legal counsel of its own choosing to determine Client's duty to make disclosures required by law to appropriate governing agencies. Client also agrees to hold Baer Engineering harmless for any and all consequences of disclosures made by Baer Engineering that are required by law. If Client fails to disclose information to appropriate authorities, Client agrees to hold Baer Engineering harmless for any and all consequences of non-disclosure.
 - iii. In the event Client does not own the project site, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous or toxic materials or suspected hazardous or toxic materials.

17. OWNERSHIP AND DISPOSAL OF CONTAMINATED MATERIALS AND EQUIPMENT

- A) Any hazardous waste, substances, or materials shall at all times be and remain Client's property. It is not part of Baer's duties under this Contract to arrange for the disposal, treatment, or transport of hazardous waste materials. Baer will provide to Client the Texas Commission for Environmental Quality (TCEQ's) list of approved disposal contractors, and assist Client in calculating the cost of disposal with any disposal contractor(s) chosen by Client. Client understands that it has the sole responsibility to make all decisions regarding the proper manner and means of waste disposal, and agrees to secure the advice of legal counsel of Client's choice in making its decisions.
- B) Samples will be disposed of at Client's cost in a proper manner according to applicable laws governing the handling, transport, and disposal of such sampled materials sixty (60) days after submission of a report covering those samples. At all times, any and all right title, and responsibility for samples shall remain with Client; under no circumstances shall this Agreement be construed or interpreted to create any right title, interest, or responsibility for such samples by Baer Engineering. At Client's

direction, samples will be returned to Client for final disposition. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

- C) All laboratory and field equipment contaminated in performing the work and which cannot be reasonably decontaminated shall become the property and responsibility of Client, unless equipment is contaminated because of Baer Engineering's failure to use reasonable care. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment that cannot be reasonably decontaminated.

18. **DATA PROVIDED BY CLIENT OR OTHERS.** It is agreed that Baer Engineering will not be held responsible for the quality or accuracy of data, nor the acquisition or sampling programs or methods from which the data were developed, where such data is provided by or through Client or third parties to Baer Engineering and upon which Client desires Baer Engineering to rely, in whole or in part. Such data includes, but is not limited to, architectural and/or engineering drawings of the project, building construction materials specifications, reports, calculations, designs, drawings, surveys, maps, etc. If Client has provided the information, then Client agrees to assume responsibility for any liability that may result if the information is not correct.

19. **CONTINUITY.** Client acknowledges that it is customary for Baer Engineering to be responsible for preparing and furnishing drawings, specifications, and other documents that are to be utilized during the bidding, construction, and/or field work phases of a remediation Project: (i) to interpret, clarify, and modify the same as circumstances may dictate; (ii) to adjust the same to accommodate substitution of materials and equipment as proposed by bidders and contractor(s); (iii) to conform same with approvals of shop drawings and sample submittals; and (iv) to correct for inconsistencies or irregularities in the documents. Therefore:

- A) If Baer Engineering is not retained to provide such services during the bidding, construction, and/or field work phases of Client's Project, Baer Engineering will not be responsible for claims arising out of any interpretation, clarification, substitution acceptance, shop drawing, sample approval, or modification of construction documents. Baer shall have no responsibility for any portion of any project designed by Client's other consultants, nor shall Baer be required to check or verify other consultants' construction documents; instead, Baer shall be entitled to rely upon the accuracy and completeness thereof, as well as the fact that the documents comply with applicable law.
- B) If Baer Engineering is to be employed to provide such services, then Client warrants that it will cause the General Contractor to review any requests for information (RFIs) submitted by subcontractors prior to submission of them to Baer Engineering to ensure that such RFIs are not already clearly and unambiguously answered in the Contract Documents. It is understood that Baer Engineering will charge for time spent reviewing RFIs that are already clearly answered in the Contract Documents in accordance with its rates in Exhibit A.

20. **CONSTRUCTION OBSERVATION.**

- A) The purpose of Baer Engineering's presence at the site(s) is to enable Baer to provide for Client a greater degree of assurance that the completed work of contractor(s) do in fact generally conform to the contract documents. On the other hand, it is understood that, during such visits or as a result of such field observations, monitoring, and/or testing of contractor(s)' work-in-progress, Baer will not have authority to supervise, direct, or control contractor(s)' work. Baer is there only to report to Client what Baer believes is compliance or non-compliance with the contract documents. Thus, it is agreed that Baer Engineering shall have no responsibility for the means, methods, techniques, sequences, or procedures selected by the contractor(s), for the safety precautions and programs chosen by the contractor(s) or for any failure of the contractor(s) to comply with any laws applicable to the work being performed by the contractor(s).
- B) It is understood and agreed that if Baer Engineering's basic services under this Agreement do NOT include project observation or review of Contractors' performance or any other construction phase services, that such services will be provided by Client or others hired by Client. Client therefore assumes responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Baer Engineering that may be in any way connected thereto. Furthermore, Client agrees to indemnify Baer Engineering from any claim arising or resulting from the performance of such services by others and from claims arising from modifications, clarifications, interpretations, adjustments, or changes to the Contract Documents. If Client requests in writing that Baer Engineering provide any specific construction phase services, Client and Baer must reach a mutually agreeable contract.

21. **SAFETY.** Any construction review of contractor(s)' performance conducted by Baer Engineering is not intended to include review of the adequacy of the contractor(s)' safety measures in, on, or near the construction site. Client understands the contractor is solely responsible for working conditions at the job site, including the safety of all persons and property.

22. **OPINIONS OF COST.** Since Baer Engineering has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Baer's estimate of the probable construction, operations, and maintenance costs are nothing more than opinions based upon Baer Engineering's judgment as an experienced and qualified professional engineer and/or consultant familiar with the construction industry. But Baer Engineering cannot and will not guarantee that actual costs will not vary from estimates of probable cost prepared by Baer. If prior to the bidding or negotiation phase Client wishes greater assurance as to costs, Client shall employ an independent cost estimator.

23. **DOCUMENTS.**

- A) Instruments of Service shall remain the property of Baer Engineering. Baer shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client may use such documents only in connection with the particular project for which such documents were prepared.
- B) Instruments of Service shall become the property of Client only if specifically stated in Exhibit A. However, use by others or use for any other purpose or project, without written verification or adaptation by Baer Engineering, will be at the Client's or

other's sole risk and liability. Client shall indemnify and hold Baer Engineering harmless from all claims arising out of use of Baer's documents on other projects or by third parties.

- C) Baer Engineering agrees to maintain all Instruments of Service as is or on microfilm, except for samples and specimens, for a minimum period of two years after completion of its services. When the Instruments of Service shall become the property of the Client, the Client shall specify in writing to the President of Baer Engineering if it desires to acquire possession of the Instruments of Service at any time before the end of the two year period; if so requested, Baer will furnish them to Client and will be under no further obligation to continue to maintain them.
24. **TERMINATION.** This Agreement may be terminated by Baer Engineering seven (7) days after giving written notice of a breach of any provision of this Agreement or in the event of substantial failure of performance by the Client, or if Client suspends performance of Baer Engineering's services for more than three (3) months. Client may terminate the Agreement upon seven (7) days advance notice for any reason. In the event of termination, Baer Engineering will be paid for services performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.
25. **NO WAIVER OF LIEN OR STOP NOTICE RIGHTS.** The terms and conditions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights that Baer Engineering may have for the performance of services under this Agreement.
26. **SUCCESSORS AND ASSIGNS.** By this Agreement, Client understands that it binds itself, its partners, successors, executors, administrators, and assigns.
27. **BANKRUPTCY.** Should Baer Engineering become bankrupt, Baer Engineering or its trustee in bankruptcy shall be paid the reasonable value of all services previously performed. In determining reasonable value under this article, the contract price shall be deemed reasonable.
28. **ASSIGNMENT.** Neither Client nor Baer Engineering shall assign rights or duties created under this Agreement without the written consent of the other, except that Baer may employ the services of subconsultants when, in its sole opinion, it is necessary, customary, and/or appropriate to do so. Such subconsultants include, but are not limited to, surveyors, specialized consultants, drillers, and testing laboratories. The Client shall not unreasonably restrict Baer's use of other subconsultants for additional purposes.
29. **ALTERATIONS.** No term of this Agreement is to be altered unless done in writing and signed by the parties.
30. **FORCE MAJEURE.** Neither party shall be held responsible for damages or considered to be in default nor breach of this Agreement or by reason of delays in performance caused by strikes, lockouts, accidents, Acts of God, inclement weather and other unavoidable delays beyond Baer Engineering's reasonable control. Furthermore, Baer Engineering shall not be liable for delays in performing its obligations hereunder that are caused by Client or Client's agents (e.g., furnishing information promptly), shortages or unavailability of labor at established wage rates, other contractors, and/or government agencies. In the case of this happening, the time of completion shall be extended accordingly, but if Baer Engineering experiences increased costs due to such delays, then upon written notice to Client setting forth the specific items of increased cost and the amounts thereof, Client shall pay such additional amount(s) or else Baer Engineering, at its option, may terminate this Agreement.
31. **COOPERATION.**
- A) Client agrees to fully cooperate with Baer Engineering for the purposes of performing its obligations under this Agreement.
 - B) Baer Engineering agrees to assist Client in applying for permits and approvals that are typically required by law for projects similar to the one(s) for which Client has hired Baer Engineering. This assistance shall consist of completing and submitting forms on the results of certain work (if said work is included in the Scope of Services). However, this assistance does not include special studies, special research, special testing, or special documentation not normally required for the type of project contemplated. Furthermore, Baer's assistance shall not include attendance at meetings with Client, contractors, or public authorities unless specifically stated in the Scope of Services. If time spent in such meetings exceeds anticipated effort included in the Scope of Services, then Client agrees to compensate Baer for same at the rates specified in Exhibit A.
32. **CORPORATE LIABILITY.** It is understood and agreed by the parties that Baer Engineering is a Texas corporation, and it has contracted to perform services in the Agreement as a corporation and not as individuals. Therefore, Client agrees to make no claim, demand, or suit directed against individual employees, agents, and officers of Baer Engineering for their acts done as employees, agents, or officers.
33. **DISPUTE RESOLUTION**
- A) **Certification of Negligence.** Client agrees to make no claim for negligence against Baer unless Client has first provided Baer Engineering with a written certification of an independent engineer currently practicing in the same discipline as Baer Engineering and who is licensed by the State of Texas. This certification shall:
 - i. contain the name and license number of the certifier;
 - ii. specify each and every act or omission that the certifier contends is a violation of the standard of care that is applicable to a design professional performing services under similar circumstances;
 - iii. state in detail the basis for the certifier's opinion(s) that each alleged act or omission constitutes a violation of the applicable standard of care; and
 - iv. be presented to Baer Engineering at least 30 days prior to the presentation of any claim for dispute resolution or litigation.
 - B) **ADR.** Except as provided herein, all claims, disputes, and other matters in controversy solely between Baer Engineering and Client arising out of or in any way related to this Agreement shall be submitted to "alternative dispute resolution" (ADR) before

and as a condition precedent to other remedies provided by law. If no specific ADR procedure is agreed to by the parties, then both parties must submit their claims and/or defenses to mediation before they can be plead in a lawsuit.

- C) **Exceptions.** If a dispute involves: (i) claims for indemnity against claims brought by third parties, and/or (ii) Baer Engineering's claims for sums due and owing to Baer Engineering for services rendered and costs incurred, Baer Engineering, at its option, may proceed directly to enforce its remedies at law, including, but not limited to, an action to foreclose mechanic's liens, a suit on sworn account, or such other proceedings or process deemed necessary to enforce its rights to payment.
 - D) **Venue.** Any action arising under this Agreement shall be brought and tried in Travis County, Texas. The parties agree that the prevailing party shall be entitled to attorneys' fees and costs.
34. **NOTICES.** Any notices required or permitted to be sent shall be considered served on a party if hand delivered, sent by telegram or certified mail, or sent by facsimile to the addresses and numbers that appear in paragraph 36 or such other addresses as the parties may have designated pursuant to that paragraph.
35. **GOVERNING LAW AND SURVIVAL**
- A) The law applicable to any adjudication of disputes arising hereunder shall be the law of the State of Texas.
 - B) If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. It is agreed that limitations of liability and indemnities shall survive termination of this Agreement.
36. **PROJECT REPRESENTATIVES.** Client shall designate representatives who are authorized to accept notices from Baer and make decisions on Client's behalf when requested by Baer Engineering. Client lists the following representatives as persons who are authorized to make decisions regarding work on the project(s) that Baer is working on under this Agreement. Client agrees not to delay in making decisions that Baer has requested, and represents that the following people, listed in order of priority, will be available on an on-call basis:

Project Name (Project): Asbestos and Lead Survey of 17 Parcels	
Project Location (Site): Cedar Park and Leander	
<u>CLIENT INFORMATION</u>	<u>BAER ENGINEERING INFORMATION</u>
Project ID:	Project Number: 051024.01
Name: Hill Country Constructors	Baer Engineering and Environmental Consulting, Inc.
Address: 12357 Riata Trace Parkway, Suite 300	7756 Northcross Drive, Suite 211
City, State, Zip: Austin, TX	Austin, Texas 78757
Telephone: 697-2574	512.453.3733; Toll Free 800.926.9242
FAX: 697-2649	Fax 512.453.3316; www.baereng.com
<u>PROJECT REPRESENTATIVES CONTACT INFORMATION</u>	
Project Principal:	Project Principal: Jerry Morford jmorford@baereng.com
Project Manager: Kris Jensen	Project Manager: Geoff Dupree gdupree@baereng.com

The parties agree to send written notice if any of the contact information above changes.

Wherefore, in solemn acknowledgement of the terms of this agreement, we do sign our names on this _____ day of _____, 2004.

Client or Authorized Representative:

Baer Engineering:

Title: _____

Title: _____



Central Texas Regional
Mobility Authority

Transmittal

183A Turnpike Project

c/o Turnpike Project Office
12357-A Riata Trace Parkway
Building 5, Suite 300
Austin, Texas 78727-1706

Phone: 512-233-0101
Fax: 512-697-2647

Attention	Date May 24, 2006	Contract No.
To	Hill Country Constructors	
	Ralph Gleffe	
	12357-A Riata Trace Parkway Building 5, Suite 300	
	Austin, TX 78727-1706	
Regarding	Change Order Proposal No. 004 – Hazardous Material Remediation	(PCO # 12)

We are sending you: Attached Under separate cover via _____ the following items

Copies	Date	No.	Description
1	05/24/06		Executed - Change Order Proposal No. 004 – Hazardous Material Remediation



These are transmitted as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> No Exceptions Noted	<input type="checkbox"/> Revise & Resubmit	<input type="checkbox"/>
<input checked="" type="checkbox"/> For your Use	<input type="checkbox"/> Exceptions as Noted	<input type="checkbox"/> Proceed	<input type="checkbox"/>
<input type="checkbox"/> As requested	<input checked="" type="checkbox"/> Executed	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> For review/comment	<input type="checkbox"/> Other _____		

Remarks

cc: CDA 14.1-004
Rich Ginder

Copy to _____
If enclosures are not as noted, please notify us at once.

Signed Harry W. Blund
for Richard Ridings