



Kimley-Horn
and Associates, Inc.

February 6, 2009

■
Suite 950
801 Cherry Street, Unit 11
Fort Worth, Texas
76102

The Honorable Bill McElhaney
County Judge
Wise County
P.O. Box 393
Decatur, TX 76234

**Re: Proposed 31-acre Weatherford College Campus
NE Quadrant of US 380 and FM 1655
Wise County, Texas**

Dear Judge McElhaney:

Kimley-Horn and Associates, Inc. (KHA or "the Consultant") is pleased to present Wise County (the "Client") with this letter agreement for professional services for the above referenced project. The services described in the letter agreement shall adhere to the attached Standard Provisions. This proposal is based on the site location provided by the Client at our meeting on December 22, 2008. The complete and current information, which we anticipate will be provided to us by others for our use when required, includes:

- A. Boundary/Topographic Survey (ACAD);
- B. Complete Title Work including deeds for adjacent properties;
- C. Names of other consultants on the project team and their timely participation in the coordination and development of the plans;
- D. Electronic (ACAD) copies of current site and utility plans;
- E. Owner or end user design requirements;
- F. Site lighting layout and design;
- G. Executed Proposal.

The Consultant is entitled to rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness or correcting deficiencies therein of such items is not part of the Consultant's scope of service.



requirements on the property. Observations will also address the June 2007 Post-Rapanos joint, EPA and Corps, guidance on Jurisdiction. As part of this assessment, KHA will perform a review of readily available aerial photography and published data for the property, including USGS topographic maps and USDA soils maps. This task also includes field reconnaissance of the project site to determine the approximate extent of potentially jurisdictional wetlands and other waters of the US (if present) that may be subject to Section 404/401. This effort will be performed by a professional wetland scientist. If positive indicators for all three wetland indicators (hydrology, hydric vegetation, and confirmed hydric soils conditions) are observed, KHA will recommend that the areas be delineated in accordance with Corps' approved methodology (commonly referred to as using the '1987 Manual', as modified by the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, March 2008).

A letter report will be prepared to describe our findings and to provide an initial permit strategy, if needed, relating to 404 permitting. The memo will contain a narrative description and sketches of wetlands, streams, open water, and areas of concern, if observed during the site visit.

Services other than those described above will be billed as additional services. These additional services may include additional detailed wetland and stream delineation, regulatory agency jurisdictional concurrence, Section 404/401 permitting, regulatory and resource agency correspondence and/or meetings, wetland/stream mitigation strategies and designs, mitigation monitoring, tree inventories, cultural resource coordination and protected species surveys.

Task 3 Preliminary Engineering \$ 25,000 (ls)

Based on the client approved site plan, KHA will prepare a preliminary grading plan once a survey is provided by the Client. This task will include evaluation of the 31-acre site and the 10.4 acre site option for a total site evaluation of 41.4 acres. The preliminary grading layout will be used to determine a rough finished floor elevation of the building and parking lot. This information will be used to calculate one (1) cut/fill volume analysis for the proposed site plan. A preliminary water layout and storm drainage plan will be prepared for the 41.4-acre project. An approximate area for storm water detention pond will be shown but actual design of this facility is not included in this scope of services. It is assumed that a package sanitary sewer treatment plant will be used for the campus; however, an evaluation will be performed to identify wastewater alternatives for the site. This evaluation will include identification of permitting requirements, operation and maintenance requirements, as well as treatment alternatives. Effort in this task assumes a projection of sanitary sewer flows for the campus tract and the overall parent tract. These flows will be used to evaluate alternatives and to determine an approximate package plant size and approximate costs. This task does not include effort to design the package plant or permitting with TCEQ for the discharge from the plant. The preliminary engineering information prepared in this task will be used as a basis for the

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preparation of an Opinion of Probable Construction Cost (OPCC) for the infrastructure to support this college campus. Revisions to the site plan requiring updates of the preliminary engineering or OPCC will be billed as an additional service.

Task 4 Geotechnical Investigation Report \$ 10,500 (1s)

KHA will contract a subconsultant, Alpha Testing, to prepare a geotechnical investigation report for the proposed campus site. It is planned that a total of seventeen (17) borings will be drilled across the site, with seven borings planned in the proposed building areas to depths of 25-30 feet and ten (10) borings planned for the surface parking and right-of-way drive locations. A study will be prepared that will include subsurface soil, rock, and groundwater conditions on the site, engineering characterization of the subsurface materials found, typical foundations suitable for support of the proposed project, and recommendations regarding earthwork, treatment of in-place soils for support of foundations, and pavement recommendations.

Task 5 Environmental Site Assessment \$ 5,500 (1s)

KHA will contract with a subconsultant, W&M Environmental Group, for the preparation of an environmental site review to determine possible impacts from past oil/gas operations on the site. Services for this task will include review of the available physical data sources (e.g. topographic maps, soil survey, geologic references, hydrogeology, etc.) and available historical records to evaluate previous operations at the site. This task will include reconnaissance of the site and surrounding area and interviews with persons familiar with the Site. This task will include contacting regulatory agencies to determine environmental status of the site and will also include research into past oil/gas practices at the facility. The summary of our findings will be presented in an environmental site report.

SCHEDULE

KHA will provide the services listed in the Scope of Services within a reasonable length of time as mutually agreed to by both the Client and Consultant.

ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by the Client. Kimley-Horn can provide the following services, but they are not included in the limited scope of this agreement:

1. Neighborhood Meetings



2. Construction Documents
3. Water Rights Permitting
4. FEMA Submittals for CLOMR/LOMR
5. Off-Site Easements
6. ROW Dedication Documents
7. Street Light Design
8. Submittal, Permitting Fees or Impact Fees
9. Construction Staking
10. Off-Site Utility, Drainage, Roadway, or Signal Design
11. Easements Descriptions or Field Notes
12. Cost Projections for Civil Site Work, other than noted
13. Architectural Design
14. Retaining Wall Design or other Structural Design
15. Building Construction Administration
16. Design/Relocation/Coordination of Existing Gas, Electric, Telephone and Cable TV Service, other than noted
17. Bidding Services/Negotiation
18. Revision to Plans to Reduce Cost After Bidding, other than noted
19. Traffic Impact Analysis / Traffic Signal Design
20. Preparation of Three-way Contracts
21. Phasing of Project (Other than noted in above scope)
22. Street Abandonment Descriptions, Exhibits, Submittals, or Coordination
23. Storm Water Pollution Prevention Plan Inspections, Record Keeping, etc.
24. Foundation Survey
25. Construction Staking
26. Any item not specifically mentioned in our Scope of Services.

FEE AND BILLING

KHA will perform the Scope of Services in Tasks 2 - 5 for a lump sum fee of \$46,000. All permitting, application, and similar project fees will be paid directly by the Client.

KHA will provide the Scope of Services in Task 1 on a labor fee plus expense basis. Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. An amount will be added to each invoice to cover certain other expenses as to these tasks such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$25.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

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Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

A breakdown of fees is as follows.

Basic Services provided for a lump sum fee:

Task 2	Jurisdictional Assessment	\$ 5,000.00
Task 3	Preliminary Engineering	\$ 25,000.00
Task 4	Geotechnical Investigation Report	\$ 10,500.00
Task 5	Environmental Site Assessment	\$ 5,500.00
Total Lump Sum Fee		\$46,000.00

Basic Services provided for an hourly fee:

Task 1	Conceptual Site Planning	\$ 17,600.00
Total Hourly Fee		\$17,600.00
Approximate Total Fee		\$63,600.00

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Wise County.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Glenn Gary, P.E.
Senior Vice President

Jenifer Tatum, P.E.
Associate

Attachments – Standard Rate Schedule
Standard Provisions

Agreed to this 6th day of FEBRUARY, 2009.

WISE COUNTY

By:
Bill McElhancy
(Print or Type Name)

Title: Wise County Judge
(Member or Manager, as authorized)

, Witness
(Print or Type Name) Caryn Dunn



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$180 - \$220
Senior Professional II	\$140 - \$185
Professional	\$80 - \$125
Designer	\$120 - \$135
Technical Support	\$60 - \$110
Clerical/Administrative Support	\$60 - \$85

Effective January 1, 2008

File

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without

liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the

accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

RECEIVED
APR 16 2009

KIMLEY-HORN

AMENDMENT NUMBER 1 DATED April 1, 2009 to the agreement between Wise County, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 6, 2009 ("the Agreement") concerning the Weatherford College Campus (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

WISE COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

By: [Signature]

Title: Wise County Judge

Title: Sr Vice President

Date: 04-10-09

Date: 4/1/09

04/10/09

**Exhibit A to Amendment Number 1,
dated April 1, 2009.**

Consultant shall perform the following Additional Services:

Kimley-Horn will contract with a subconsultant for the preparation of an environmental report consisting of the following:

TASK 1 – Advance two soil borings to a depth of approximately 50 feet in the vicinity of the pump unit and crude oil storage tanks. Collect up to two soil samples per boring based on field screening results. Submit soil samples for analysis of Total Petroleum Hydrocarbons (TPH) and/or Resource Conservation and Recovery Act (RCRA) metals.

TASK 2 – Convert each soil boring to a flush-finished permanent groundwater monitoring well.

TASK 3 – Advance three soil borings to a depth of approximately 12 feet in the vicinity of the burn pit and crude oil equipment. Collect up to two soil samples per boring based on field screening results. Submit soil samples for analysis of TPH, RCRA metals and/or volatile organic compounds (VOCs).

TASK 4 – Sample each groundwater monitoring well and submit groundwater samples for analysis of TPH.

TASK 5 – Develop a letter report summarizing field activities and analytical results.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

No changes to original agreement.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Kimley-Horn will provide the services listed above within a reasonable length of time as mutually agreed to by both the Client and Consultant.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Kimley-Horn will perform these services for a lump sum fee of \$13,035. All permitting application, and similar project fees will be paid directly by the Client.

**AMENDMENT NUMBER TWO TO THE AGREEMENT BETWEEN
THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER TWO DATED October 28, 2010 to the AGREEMENT between Wise County ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 6, 2009 ("the Agreement") concerning Weatherford College Campus (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

WISE COUNTY

Bice McEchnaney
By: *Bice McEchnaney*
Title: *County Judge*
10/29/10

KIMLEY-HORN AND ASSOCIATES, INC.

Scott R. Arnold
By: *Scott R. Arnold*
Title: *Contract Specialist*

Consultant shall perform the following Additional Services:

Final Geotechnical Investigation

KHA will contract a subconsultant, Terracon, to perform a geotechnical engineering services to support the Weatheford College project. It is planned that a total of twenty (20) borings will be drilled across the site, with nine borings planned in the proposed building areas to a maximum depth of 40 feet and eleven (11) borings planned for the surface parking, lift station, detention pond, and right-of-way drive locations. A study will be prepared that will include subsurface soil, rock, and groundwater conditions on the site, engineering characterization of the subsurface materials found, typical foundations suitable for support of the proposed project, and recommendations regarding earthwork, treatment of in-place soils for support of foundations, and pavement recommendations.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:
\$12,500 Lump sum

BM
10/29/10

**AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 3 DATED December 2, 2010 to the agreement between Wise County, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 6, 2009 ("the Agreement") concerning the Weatherford College Campus (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

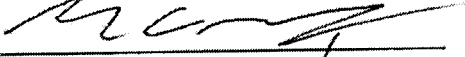
CLIENT:

CONSULTANT:

WISE COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

By: 

Title: Wise County Judge - Bill McWhorter

Title: Principal

Date: 12/06/10

Date: 12/2/2010

**Exhibit A to Amendment Number 3,
dated December 2, 2010.**

Consultant shall perform the following Additional Services:

Kimley-Horn will contract with a subconsultant to proceed with conducting an environmental site review and expanded records research (Phase I Environmental Site Assessment) of D&K Manufacturing property, a 4.69-acre tract located at 5110 US 380 Wise County, Texas (Site). The proposed scope of work is intended to assess potential environmental impact and advise as to future development options.

The project consists of the following tasks to be conducted at the Site to assess potential impacts from past industrial practices and present potential development options:

1. Review of available physical data sources (e.g. topographic maps, soil survey, geologic references, hydrogeology, etc.). Review of available historical records to evaluate previous operations at the Site. Review of federal and state regulatory rules.
2. Reconnaissance of Site and surrounding area.
3. Interviews with persons familiar with the Site and regulatory agencies regarding environmental status.
4. Prepare an environmental site review report.
5. Conduct additional environmental and regulatory research into past industrial/oil and gas practices at the facility that may have had an environmental impact.

This scope does not include Phase II investigations into soil or groundwater impacts. Should the need for such investigation be recommended in the Phase I Environmental Site Assessment, such services will be considered as additional services.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

No changes to original agreement.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Kimley-Horn will provide the services listed above within a reasonable length of time as mutually agreed to by both the Client and Consultant.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Kimley-Horn will perform these services for a lump sum fee of \$5,500. All permitting application, and similar project fees will be paid directly by the Client.

**AMENDMENT NUMBER 4 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 4 DATED December 14, 2010 to the agreement between Wise County, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 6, 2009 ("the Agreement") concerning the Weatherford College Campus (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

WISE COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

By: 

Title: Wise County Judge

Title: Principal

Date: 12/16/10

Date: 12/13/2010

**Exhibit A to Amendment Number 4,
dated December 14, 2010.**

Consultant shall perform the following Additional Services:

Kimley-Horn will contract with a subconsultant, to perform geotechnical engineering services to support the Weatherford College project at the D&K Manufacturing property, a 4.69-acre tract located at 5110 US 380 Wise County, Texas (Site). A single boring will be drilled at the site, between the existing building and US 380, to a maximum depth of 15 feet. A study will be prepared that will include subsurface soil, rock, and groundwater conditions on the site, engineering characterization of the subsurface materials found, recommendations regarding earthwork, and pavement recommendations.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

No changes to original agreement.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Kimley-Horn will provide the services listed above within a reasonable length of time as mutually agreed to by both the Client and Consultant.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Kimley-Horn will perform these services for a lump sum fee of \$2,000. All permitting application, and similar project fees will be paid directly by the Client.

DME
12/16/10