

## EXHIBIT I

## STANDARD TERMS AND CONDITIONS

1. **CHANGE OF SCOPE:** The scope of Services set forth in the CONTRACT is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by OWNER. For some projects involving conceptual or process development services, the scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. OWNER acknowledges that in such instances, the scope of the project and compensation therefore may need to be amended. Should the parties be unable to agree on the change of scope and/or price, then either party shall have the right to terminate this Agreement without further notice to the other party.
2. **TERMINATION/SUSPENSION:** Either party may terminate this Agreement, with or without cause, upon 30 days written notice to the other party. OWNER shall pay Withers & Ravenel, Inc. (W&R) for all Services rendered prior to termination, all reimbursable expenses, plus any expenses of termination.
3. **DEFAULT:** In the event either party defaults in its obligations under the Agreement (including OWNERS obligation to make the payments required hereunder), written notice shall be given to the defaulting party identifying the default, and granting 7 days to the defaulting party to cure such default completely, or to commence such cure and diligently continue the same. Failure of the defaulting party to cure such default or commence the cure within such time limit, shall entitle the non-defaulting party to terminate this Agreement without further notice. In the event of termination by W&R as a result of OWNER's default and failure to cure the same, W&R shall be entitled to be paid for all services rendered prior to termination, all reimbursable expenses, plus any expenses of termination.
4. **INDEMNIFICATION:** OWNER and W&R shall mutually indemnify and save each other harmless from and against loss, damage, injury, costs (including attorneys fees and cost of investigation), or liability to the extent arising from the negligent acts or omissions of each other and their respective employees, subcontractors, and agents acting in the course and scope of their employment.
5. **LIMITATIONS OF LIABILITY:** No employee or agent of W&R shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, W&R's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the services encompassed by this Agreement from any causes including, but not limited to, W&R negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, and whether claimed directly or by way of contribution shall be limited to \$100,000 under this Agreement. If OWNER desires a limit of liability greater than that provided above, OWNER and W&R shall agree on the amount of such limit and the additional compensation to be paid to W&R for assumption of such additional risk.
6. **CONSTRUCTION REVIEW:** If construction administration and review services are requested by the OWNER, OWNER agrees to hold W&R harmless from any claims resulting from performance of construction-related services by persons other than W&R, and OWNER acknowledges that such administration, review, or interpretation of construction documents by W&R shall not relieve the related contractor from liability in regard to his duties and responsibilities for compliance with the engineering standards for the project.
7. **JOB SAFETY:** OWNER acknowledges the services provided by W&R do not include responsibility for inspection of safety conditions on the job site, and W&R shall not, as permitted by law, be responsible for inspecting, viewing, or looking for potential job safety violations or notifying CLIENT of the same.
8. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by W&R is supplied for the general guidance of the OWNER only, and OWNER recognizes that such opinion is based upon limited information, is intended as an estimate only, and is dependent upon various outside factors. Since W&R has no control over competitive bidding or market conditions, W&R cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER, and W&R shall not be responsible for any difference between W&R's opinion and estimated or actual construction costs.
9. **HIDDEN CONDITIONS:** W&R shall not be responsible for the existence of any Hidden or Concealed Conditions, nor any damage to persons or property resulting therefrom, the existence of which was unknown to W&R and could not easily have become known by reasonable visual observation.
10. **OWNERSHIP OF DOCUMENTS:** All reports, drawings, plans, files, including CADD files, computer generated documents, or any other documents produced by W&R as part of this Agreement shall remain the property of W&R and may not be used by OWNER for any other purpose or project without the written consent of W&R. In the event OWNER uses any W&R generated documents without written consent of W&R, then OWNER shall hold W&R harmless from and against any and all claims, damages, losses and expenses related to or attributed to the unauthorized use of such documents. All reports, drawings, plans, contracts, or other documentation provided by OWNER to W&R for purposes of this Agreement shall not be provided by W&R to any other third party without OWNER's consent.
11. **ASSIGNMENT AND SUBCONTRACTING:** This Agreement shall not be assigned by either party without the prior written approval of the other. W&R may, however, subcontract portions of the services to a qualified subcontractor without prior approval of OWNER.
12. **DISPUTE RESOLUTION:** All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration in accordance with the then most current rules of the American Arbitration Association, unless the parties mutually agree otherwise.
13. **ATTORNEY FEES:** In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover as part of its damages its reasonable legal costs, expenses, and attorney fees from the other party.
14. **AMENDMENT:** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
15. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
16. **SEVERABILITY:** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
17. **GOVERNING LAW:** This Agreement shall be governed and construed in accordance of the laws of the state of North Carolina.

## FEE & EXPENSE SCHEDULE

Effective September 1, 2007

EXHIBIT II

Labor Code	Description	Hourly Rate
<b>Civil</b>		
PR	Principal	\$ 150.00
TC	Senior Technical Consultant	140.00
SP	Senior Project Manager	125.00
PM	Project Manager	120.00
SR	Senior Project Engineer	110.00
PE	Project Engineer	100.00
SE	Assistant Project Engineer	85.00
EN	Engineering Intern	75.00
DE	Civil Designer	85.00
CT	Senior CAD Technician	80.00
CD	CAD Technician	70.00
TE	Engineering Technician	65.00
CM	Construction Manager	85.00
IN	Construction Observer	65.00
RP	Resident Project Representative	75.00
<b>Planning &amp; Landscape Architecture</b>		
ZE	Zoning Consultant	140.00
LS	Senior Landscape Architect	125.00
LA	Landscape Architect	110.00
LD	Landscape Designer	90.00
LP	Land Planner	80.00
PT	Planning Technician	70.00
<b>Surveying</b>		
PS	Survey Director	125.00
SU	Senior Survey Project Manager	105.00
SM	Survey Project Manager	95.00
SB	Project Surveyor	85.00
SC	Survey CAD Technician	75.00
ST	Survey Technician	65.00
S4	Survey Crew - 4 Person	170.00
S3	Survey Crew - 3 Person	145.00
S2	Survey Crew - 2 Person	115.00
SH	Survey Crew - House - 2 person	110.00
S1	Survey Crew - 1 Person	95.00
SV	Survey Crew Supervisor	55.00
SN	Survey Crew Technician	45.00
<b>Subsurface Utility Engineering (SUE)</b>		
UM	Subsurface Utility (SUE) Project Manager	100.00
UT	Subsurface Utility (SUE) Project Analyst	75.00
U3	Subsurface Utility (SUE) 3 Person Crew	130.00
U2	Subsurface Utility (SUE) 2 Person Crew	110.00
U1	Sub. Utility (SUE) Project Designator	65.00
UV	Subsurface Utility (SUE) VAC Crew	200.00

Labor Code	Description	Hourly Rate
<b>Environmental</b>		
P5	Environmental Project Professional V	\$ 125.00
P4	Environmental Project Professional IV	115.00
P3	Environmental Project Professional III	95.00
P2	Environmental Project Professional II	85.00
P1	Environmental Project Professional I	80.00
E3	Environmental Staff Professional III	75.00
E2	Environmental Staff Professional II	65.00
E1	Environmental Staff Professional I	60.00
T3	Environmental Technician III	55.00
T2	Environmental Technician II	50.00
T1	Environmental Technician I	45.00
EO	Environmental Clerk II	40.00
EA	Environmental Clerk I	35.00
WB	Senior Biologist/Wetlands Scientist	110.00
BI	Biologist/Wetlands Scientist	85.00
W2	Wetlands Environmental Tech II	70.00
W1	Wetlands Environmental Tech I	58.00
<b>Geological/Geotechnical</b>		
HG	Senior Hydrogeologist	125.00
RG	Senior Geotechnical Engineer	125.00
GN	Geotechnical Engineer	105.00
G1	Project Geologist	85.00
GT	Staff Geologist	75.00
<b>GIS / IT</b>		
GG	GIS Manager	110.00
GC	GIS Technician II	70.00
GB	GIS Technician I	45.00
GM	GPS Crew	77.50
NC	IT Network Consultant	105.00
I2	IT Developer II	80.00
I1	IT Developer I	60.00
<b>Administrative</b>		
RS	Records Research	60.00
CL	Clerical	50.00
OA	Office Administration	40.00
<b>Expenses</b>		
	Bond Prints	\$1.50/Sht
	Mylar Prints	\$10.00/Sht
	Mileage	\$ 0.56/Mile
	Local Courier	\$15.00/Trip
	Subcontractor Fees	Cost x 1.15
	Expenses (Repro.,Shipping,Permits)	Cost x 1.15

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