

PROFESSIONAL SERVICES CONTRACT

PROJECT NAME:

Consultant: Alliance Transportation Group, Inc.
11701 Stonehollow Dr., Suite 100
Austin, TX 78758

Client:

Authorization to perform Traffic Engineering Studies

Services covered by this authorization shall be performed in accordance with the Standard Provisions which the undersigned client has read and approved.

Each Party, and each signer herein that is signing on behalf of said Party, hereby represents and warrants that this Agreement is executed by an officer or authorized representative of that Party who has the authority to execute and to enter into this Agreement on behalf of that Party and to thereby bind that Party and has taken all actions and obtained all approvals required to exercise that authority. Upon request by Alliance, Client shall confirm or provide proof of the signer's authority to enter into this Agreement on behalf of Client.

INSERT CLIENT NAME

Alliance Transportation Group, Inc.

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this form shall be construed as authorization by CLIENT for Alliance Transportation Group, Inc. (Alliance) to proceed with the work, unless otherwise provided for in the authorization. The Parties acknowledge that they have obtained or had the opportunity to obtain the advice of legal counsel prior to signing this Agreement, and that there are no written or oral understandings or agreements directly or indirectly connected with this Agreement that are not incorporated herein. The Parties agree that they have read this Agreement and they fully understand and appreciate its contents, that they have the legal capacity and authority to execute it and they have executed the same and make the settlement provided herein voluntarily and of their own free will. The parties acknowledge that in executing this Agreement, they do not rely upon any inducements, promises, or representations made by any other party, all of which are specifically disclaimed. Further, in entering into this Agreement, Client is not relying upon any express or implied representation made by or on behalf of Alliance that is not specified in the Agreement or the Scope of Services, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the services, charges to be paid, or the results of any of the services to be provided. EACH OF THE PARTIES HAS READ THE AGREEMENT CAREFULLY, KNOWS AND UNDERSTANDS THE CONTENTS OF THE AGREEMENT, AND HAS MADE SUCH INVESTIGATION OF ALL FACTS AND MATTERS PERTAINING TO THE SUBJECT MATTER OF THE AGREEMENT AS SUCH PARTY DEEMS NECESSARY OR DESIRABLE.

2. LABOR COSTS. Alliance's Labor Costs shall be the amount of salaries paid Alliance's employees for work performed on CLIENT'S Project plus a stipulated percentage of such salaries to cover all payroll related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES. Alliance's Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at Alliance's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Alliance.

4. OUTSIDE SERVICES. When technical or professional services are furnished by an outside source an additional ten percent shall be added to the cost of these services for Alliance's administrative costs.

5. SALES TAX. In accordance with the state and local sales tax laws and ordinances certain services are taxable. Applicable sales tax is not included in the above purposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

6. COST ESTIMATES. Any cost estimates provided by Alliance will be on a basis of experience and judgement, but since it has no control over market conditions or bidding procedures. Alliance cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Any and all opinions of cost provided are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions.

7. STANDARD OF CARE. Alliance will perform the Scope of Authorized Services referenced above and any subsequent additional services ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the same profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against Alliance with

respect to the Services to be performed by Alliance must be commenced within two(2) years after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

8. OWNERSHIP OF DELIVERABLES AND RELATED DOCUMENTS. All reports, drawings, plans, designs and other documents prepared by ALLIANCE pursuant to this Agreement, (collectively, "Deliverables") including all intellectual property rights therein, remain the property of ALLIANCE.

Client agrees that the Deliverables (i) are intended for the exclusive use and benefit of, and may be relied upon only by, Client and (ii) will not be used at a Site or for a Project not expressly provided for in this Agreement. Client does not require ALLIANCE's permission for regulatory submittal of the Deliverables or, subject to all terms and conditions contained in this Agreement, reliance on the Deliverables provided to Client's design team, of which ALLIANCE is a member, solely for the design of the Project for which the Deliverables were intended. Client will defend, indemnify and hold harmless ALLIANCE, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, agents, successors and assigns, (collectively, "Indemnitees") from and against all claims, settlements, costs, expenses, liabilities, damages, penalties and interest, including attorneys' fees and litigation expenses, (collectively, "Liabilities") asserted against or incurred by Indemnitees as a result of any unauthorized use of, or reliance on, the Deliverables.

If Client requests Deliverables on electronic media, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by ALLIANCE will be the official document. Any modification(s) of the electronic copy by Client will be at its own risk. Client further agrees that (i) the Deliverables may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, ALLIANCE, (ii) the Deliverables will reflect ALLIANCE's findings as to conditions that existed only at the time the Services were performed and (iii) ALLIANCE makes no representations as to any facts or assumptions provided to, but not independently verified by, ALLIANCE.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF ALLIANCE, ITS PARENT, SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ALLIANCE'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO ALLIANCE BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER.

Client acknowledges that (i) without the inclusion of this limitation of liability provision, Alliance would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of Alliance under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, Alliance's liability and (v) it has received special consideration of ten dollars (\$10) for this limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration.

10. INDIRECT DAMAGES. EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

11. EXCUSABLE DELAY.

Alliance will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of Alliance. In the event of any such delay, Alliance will be entitled to an extension of the time to put performance of the Services back on schedule, and Alliance will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

12. TERM AND TERMINATION. The terms of this agreement shall commence on the month, day and year first written above and shall continue in effect until completion of services and final payment. Either CLIENT or Alliance may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Alliance in full for all work previously authorized and performed prior to effective date of termination, plus reasonable demobilization expenses related to the cancellation of commitments regarding the scope of work. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

13. ARBITRATION. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or Alliance may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

14. LEGAL EXPENSES. In the event legal action is brought by CLIENT or Alliance against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

15. PAYMENT TO ALLIANCE TRANSPORTATION GROUP, INC. Monthly invoices will be issued by Alliance for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. The CLIENT agrees to pay Alliance for work performed in accordance with the terms of this contract, without regard to public agency approval of the project. Payment of Alliance is expressly not conditioned upon the CLIENT receiving any payment from third parties who are not a party to this contract. Alliance retains the right to suspend work and/or withhold Deliverables as defined in Section 8 above until any past due invoices have been paid and the CLIENT's account status is current. In the event that the services of a collection agency or attorney are required to enforce the terms of this agreement, the CLIENT agrees to pay all related costs.

16. ADDITIONAL SERVICES. Services in addition to those specified in Scope will be provided by Alliance if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as negotiated. Any agent of the CLIENT who has authorization to request or authorize work or in any way act on behalf of the CLIENT must sign this agreement or be appointed by the CLIENT through written notification to Alliance. The CLIENT's signature indicates his / her agreement to pay for changes in the scope of work requested by such an agent acting on behalf of the CLIENT.

17. SITE RESPONSIBILITY. If Scope of Services includes site investigations, Client will provide ALLIANCE with access to the Site and all available Site information deemed necessary by ALLIANCE. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by ALLIANCE. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. ALLIANCE's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that ALLIANCE is not responsible for safety or security at the Site, other than for ALLIANCE's employees, and that ALLIANCE does not have the right or duty to stop the work of others.

18. UNANTICIPATED CONDITIONS. Client will inform ALLIANCE in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or ALLIANCE's equipment or personnel prior to commencement of the Services. Should ALLIANCE encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in ALLIANCE's performance of the Services, upon notice to Client, ALLIANCE, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or ALLIANCE's equipment or personnel, ALLIANCE will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold ALLIANCE harmless if ALLIANCE provides such notice.

19. SURVEYING SERVICES. In accordance with the Professional Land Surveying Practices Act of 1989, the client is informed that any complaints about surveying services, if provided under this authorization, may be forwarded to the ,

20. NON-ASSIGNABLE CONTRACT. This contract is not assignable, except with prior written consent of Alliance, and no assignment shall relieve the CLIENT of any obligations under this contract. CLIENT acknowledges that Alliance may subcontract portions of the Services in the course of performing the Services, without approval of CLIENT.

21. INTEGRATION. This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

22. SURVIVAL. All of Client's and ALLIANCE's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in these Provisions, and Alliance's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

23. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

24. NO CONSTRUCTION AGAINST THE DRAFTER. Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

25. GOVERNING LAW.. GOVERNING LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF THE COURTS LOCATED IN THE STATE OF TEXAS AND COUNTY OF TRAVIS FOR ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE ANY PROVISION OF THIS AGREEMENT, OR FOR ANY ACTION ON A CLAIM ARISING FROM OR RELATING TO EITHER THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER. FURTHER, EACH PARTY ALSO IRREVOCABLY WAIVES ANY DEFENSE OF IMPROPER VENUE OR FORUM NON CONVENIENS TO ANY SUCH ACTION BROUGHT IN THOSE COURTS AND WAIVES ANY RIGHT TO DEMAND TRIAL BY JURY.

26. EXECUTION. This Agreement may be executed in counterparts, the separate parts of which shall constitute a single document. Copies of the Agreement, whether transmitted by facsimile or other means, shall be effective and shall be deemed an original for all legal purposes.

27. CONFLICT. Given that the terms and conditions contained in both the governing proposal and this Attachment C entitled "Provisions" are incorporated into and made a part of the Agreement, then in the event that there is an express conflict or inconsistency between any terms or conditions in the governing proposal and the terms or conditions in this Attachment C that cannot be reconciled to achieve the intent of the Parties to the greatest extent possible, then the terms and conditions of the governing proposal shall prevail and control to the minimal extent necessary to reconcile any conflict or inconsistency; provided however, that the provisions of both the governing proposal and the Attachment C will be construed so as to give effect to their applicable provisions to the fullest extent possible.

28. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and is not intended to confer any rights or benefits on any third party, and there are no third party beneficiaries as to this Agreement, unless specifically and expressly set forth in any governing proposal.

29. RELATIONSHIP OF PARTIES. Each Party is an independent entity and neither party has the authority to bind, represent, or commit the other to any obligation to a third party except as expressly set forth in this Agreement. Nothing in this Agreement is intended to create an employment or co-employment relationship, a joint venture, a partnership, or any agency relationship between the Parties.
relationship, a joint venture, a partnership, or any agency relationship between the Parties.

30. WAIVER. The waiver of a breach or a default of any provision of this Agreement will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission of a Party to exercise or avail itself of any right operate as a waiver of any right by that Party.

CLIENT

Initials: _____