

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement"), effective upon approval of the Board of Supervisors and execution by both parties of the Agreement (the "Effective Date") is by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County"), and **URS CORPORATION**, a Nevada corporation, dba URS Corporation Americas ("URS"). Each Party to this Agreement may also be referred to as "Party" and all parties to this Agreement shall collectively be referred to as "Parties."

RECITALS

A. On or about June 3, 2003, County and URS entered into a Consultant Agreement for As Needed Construction Management, Geotechnical, Geological and Environmental Engineering Services pursuant to which URS performed various as needed construction management, geotechnical, geological, and environmental engineering services on behalf of County. That Agreement was thereafter amended by Amendment I, Amendment II, Amendment III and Amendment IV by the Parties. Pursuant to these amendments, URS also performed development support services and transportation planning and traffic engineering services for Capital Improvement Projects. The June 3, 2003 Consultant Agreement, together with all amendments thereto, are hereinafter collectively referred to as the "Consultant Agreement."

B. A dispute has arisen between the Parties regarding the services provided by URS to the County (the "URS Services") and the compensation claimed to be owed to URS for those URS Services provided to County pursuant to the Consultant Agreement.

C. The Parties agree that it is in their best interest to avoid the expense and burden of litigation concerning the above issues and therefore the Parties desire to settle and resolve for all time all issues between them arising prior to the date of this Agreement pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Payment to URS.** Within thirty (30) days of the Effective Date of this Agreement, County shall pay to URS the sum of one hundred thirty two thousand seven hundred eighty two dollars and thirty two cents (\$132,782.32) in full and final settlement of, and as payment in full for, any and all alleged claims made under the Consultant Agreement, inclusive of any and all claims for compensation for URS Services rendered, past, present or future.

2. **Mutual Release.** The County, on behalf of itself and its respective current and former shareholders, agents, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, contractors and consultants, and successors and assigns, hereby releases URS and its current and former agents, principals, officers, directors, shareholders, members, employees, representatives, attorneys, parents, predecessors, affiliates, subsidiaries, divisions, and successors and assigns of and from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever, inclusive of attorneys fees, in law or in equity whether known or unknown, which County now

has or which may hereafter accrue on account of or in any way growing out of or relating to matters which gave rise to the URS claims, the Consultant Agreement and/or URS Services.

URS, on behalf of itself and its respective current and former shareholders, officers, directors, principals, current and former agents, partners, members, employees, representatives, attorneys, predecessors, spouses, affiliates, subsidiaries, divisions, and successors and assigns, hereby releases County and its current and former agents, principals, officers, directors, shareholders, members, employees, representatives, attorneys, parents, predecessors, affiliates, subsidiaries, divisions, and successors and assigns of and from any and all claims, compensation of any sort inclusive of but not limited to compensation for expenses, interest, and costs, or any other monies or claims for compensation, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever, inclusive of attorneys fees, in law or in equity whether known or unknown, which URS now has or which may hereafter accrue on account of or in any way growing out of or relating to matters which gave rise to the URS claims, the Consultant Agreement, and/or URS Services.

The releases provided in this Section 2 shall be automatically effective upon payment by County to URS of the sum set forth in Section 1 hereinabove.

3. **Section 1542 Acknowledgment – Release of Unknown Claims.** It is the intention of the Parties in executing this Agreement that this instrument be and is a release which shall be effective as a bar to each and every claim, demand or cause of action released by the Parties as provided in paragraph 2. Each Party recognizes that he, she or it may have some claim, demand or cause of action against the other Parties of which he, she, or it is totally unaware and unsuspecting, which he, she or it is giving up by executing this Agreement. It is the intention of each Party in executing this instrument that it will deprive him, her or it of each such claim, demand or cause of action and prevent him, her or it from asserting it against the other Parties. In furtherance of this intention, each Party expressly waives any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Each Party acknowledges and understands that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if one of them should eventually suffer additional damages or losses from their prior interactions, or should there exist other undisclosed obligations or liabilities existing between them, including their assignees, they will not be able to make any claim for those damages, losses or obligations. Each party acknowledges and represents that he, she, or it has consulted with legal counsel before executing this Agreement and that he, she, or it understands its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands and causes of action.

4. **Notice.** All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by any delivery service providing

documentation of receipt, at the addresses set forth below, and shall be deemed delivered (a) on the date shown on the return receipt or in the courier's records as the date of delivery or (b) on the date of first attempted delivery, if actual delivery cannot for any reason be made. Notices shall be made to the following addresses:

If to County:

Patricia Beck, Esq.
Principal Assistant County Counsel
El Dorado County
County Government Center
330 Fair Lane
Placerville, CA 95667
Fax: (530) 621-2937

If to URS:

Jamie S. Peterson, Esq.
Regional Counsel
100 California Street, Suite 500
San Francisco, CA 94111
Fax: (415) 777-3023

5. **No Admission.** This Agreement is the compromise of a disputed claim and fully and finally settles all claims between the parties hereto stemming from the matters forming the basis of the claims under the Consultant Agreement and URS Services. Nothing contained in this Agreement, including without limitation, the payment of any consideration hereunder or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein. Except for the obligations created by this Agreement, each party or persons hereto expressly denies any and all liability associated with or related, whether directly or indirectly, to the subject claims under the Consultant Agreement and URS Services, and all claims related therein.

6. **No Assignment.** URS, on behalf of itself and its officers, directors, shareholders, representatives, agents and employees, warrants and represents that they have not heretofore assigned, transferred or hypothecated or purported to have assigned, transferred to or hypothecated and will not in the future assign, transfer or hypothecate to anyone any debt, claim for compensation or other claim, invoice, receivable, liability, demand, property, action, or cause of action, or any interest therein, based upon or arising out of or pertaining to or concerning or connected with any matter, facts, events, circumstances or things released herein, or with the Consultant Agreement, URS Services, or any portion therein.

7. **California Laws.** This Agreement shall be interpreted and construed under the laws of California and any dispute between the Parties shall be governed by and determined in accordance with the substantive law of the State of California, which laws shall prevail in the event of any conflict of law. This Agreement shall be interpreted without regard to the Party or counsel who drafted the Agreement.

8. **Binding Effect.** This Agreement shall be binding upon and enure to the benefit of the successors, assigns, trustees, receivers, personal representatives, legatees, and devisees of the Parties.

9. **Attorneys' Fees.** Each Party shall be responsible for paying its own costs and expenses incurred in the preparation of this Agreement. However, in the event of any litigation between the Parties based upon an alleged breach or default of their respective obligations to be fulfilled pursuant to this Agreement, the prevailing Party therein shall be entitled to recover attorneys' fees and court costs against any non-prevailing Party.

10. **Entirety.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matter hereof. This Agreement may only be modified in writing signed by each of the Parties hereto. No Party has relied on any representation not contained in this Agreement.

11. **Severability.** The separate paragraphs of this Agreement are severable, and the finding or determination by any court of law that a certain section or paragraph of this Agreement is unenforceable shall not render the entire Agreement unenforceable.

12. **Miscellaneous.** The Parties agree that, in entering into this Agreement, they are relying upon their own judgment, belief, and knowledge as to all phases of any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The Parties further acknowledge that this Agreement is contractual and not merely recital, and that they have read, understand, and fully agree to the terms of this Agreement.

13. **Captions.** Any captions to the paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation of a determination of the validity of this Agreement or any portion thereof.

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be made effective on the day and year first above written.

PARTIES:

Dated: 10/28, 2008

COUNTY OF EL DORADO

By 
Chairman, Board of Supervisor

Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 
Deputy Clerk

URS Corporation, a Nevada corporation,
dba URS Corporation Americas

Dated: October __, 2008

By Amy W. Horton 10/23/08
Vice President
(Title)

APPROVED AS TO FORM:

URS CORPORATION

Dated: October 21, 2008

By 
Jamie S. Peterson, Regional Counsel