



22535 N. Highway 288-B
Angleton, TX 77515
P (979) 202-1113
Terracon.com

December 21, 2023

City of Bay City, TX
1217 Avenue J
Bay City, TX 77414

Attn: Herb Blomquist | Public Works Director
P: 979-943-8462
E: hblomquist@cityofbaycity.org

RE: Proposal for Materials Services
Sourcewell Number: 020421-TRC
Bay City WWTP Improvements
4511 Starling Dr.
Bay City, TX 77414
Terracon Proposal No. PAS221114 Rev. 2

Dear Mr. Blomquist:

We appreciate the opportunity to submit this proposal to the City of Bay City, TX to provide Materials services for the above-referenced project. We understand that we have been selected solely based on professional qualifications. The following are exhibits to the attached Agreement for Services.

1.0	Project Understanding
2.0	Scope of Services
3.0	Schedule
4.0	Compensation
5.0	Assumption and Limitations

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Joshua Gonzales

Joshua Gonzales
Senior Project Manager
Materials

Jason L. Mills

Jason L. Mills, PMP
Principal
Office Manager II

Explore with us

1.0 Project Understanding

Item	Description
Project Description	<ul style="list-style-type: none"> ▪ Influent Lift Station: 25 feet below existing grade. ▪ Influent Lift Station Electrical Building: On-story building with a footprint of 420 square feet. ▪ Disinfection Facility: 1,100 square foot facility consisting of a one-story building, steel shelter area, and four plastic ground storage tanks. ▪ Blower Building: One-story building with a footprint of approximately 2,700 square feet. ▪ Dewatering Building: One-story building with a footprint of approximately 4,100 square feet.
Geotechnical Investigation	<ul style="list-style-type: none"> ▪ Geotechnical report provided by Terracon. Please see report AS215042. Rev 1 dated December 3, 2021.
Foundation type	<ul style="list-style-type: none"> ▪ Buildings: Thickened concrete slab and spread footings. ▪ Lift Station and Aeration Basin: Thickened concrete slab. ▪ Disinfection Facility: Thickened concrete slab. ▪ Pump Station and Tank Area: Thickened concrete slab. ▪ Various Pipe Supports: Drilled straight shaft piers. Approximately 25-foot depth.
Sitework	<ul style="list-style-type: none"> ▪ Blower and Dewatering Buildings, Disinfectant Facility, and Pump Station: Minimum 12-inches

Terracon was provided with the following construction documents for preparation of this proposal:

- SCWWTP Addendum No. 1 by Garver and dated August 4, 2022.
- BCWWTP – Volume 1 – Technical Specifications by Garver and dated June 2022.
- BCWWTP – Volume 2 – Technical Specifications by Garver and dated June 2022.
- BCWWTP – Volume 3 – WWTP Drawings by Garver and dated June 27, 2022.
- BCWWTP – Volume 4 – Interceptor Rehabilitation by Garver and dated June 27, 2022.

- BCWWTP – Volume 5 – Standard Details by Garver and dated June 2022.
- Geotechnical Engineering Report No. AS215042.Revision 1 by Terracon and dated December 3, 2021.

A construction schedule was not provided at the time this proposal was prepared. We request the right to review the construction schedule and revise this proposal based on the schedule once it is provided.

2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	<ul style="list-style-type: none">■ Sample select fill, building subgrade, trench backfill, and treated subgrade material. Prepare and test the samples for Atterberg Limits and percent fines.■ Obtained random samples of select building fill to verify that the soil meets the requirements for Atterberg Limits.■ Test soil samples for moisture-density relationship.■ Evaluate the subgrade soil for proposed chemically treated paving subgrade.■ Observe the chemical treatment process for the pavement subgrade.■ Perform field gradation tests of treated subgrade.■ Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the select fill, building pad, trench backfill, and treated subgrade using the nuclear method to determine the moisture content and percent compaction of the soil materials.
Foundation System	<ul style="list-style-type: none">■ For shallow footings, obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the

Scope Item	Description
Cast-in-Place Concrete	<p>bearing stratum in order to document the approximate shear strength of the soil.</p> <ul style="list-style-type: none">■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration.■ Observe the installation of shallow footings. Record the number of reinforcing bars used in footings.■ Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth and auger diameter will be documented.■ Perform compressive tests of concrete test cylinders cast in the field.■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.■ Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens (ASTM C31, C143, C172, C173, and C1064). Terracon will make every attempt to cure specimens in accordance with ASTM C31. However, per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete test specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting■ Perform compressive strength tests of concrete test cylinders cast in the field.

Scope Item	Description
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Project Management and Administration

- Attend preconstruction or preinstallation meetings.
- Coordinate field and laboratory testing.
- Communicate with Terracon Engineering Technicians, Contractor, and Owner’s site representative.
- Review laboratory and field test reports.
- Monitor our budget.

2.1 Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

2.2 Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

2.3 Mechanically Stabilized Earth (MSE) Walls

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Angleton, Texas office at the following phone number: (979) 705-7212. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.1 Compass

Compass

Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results

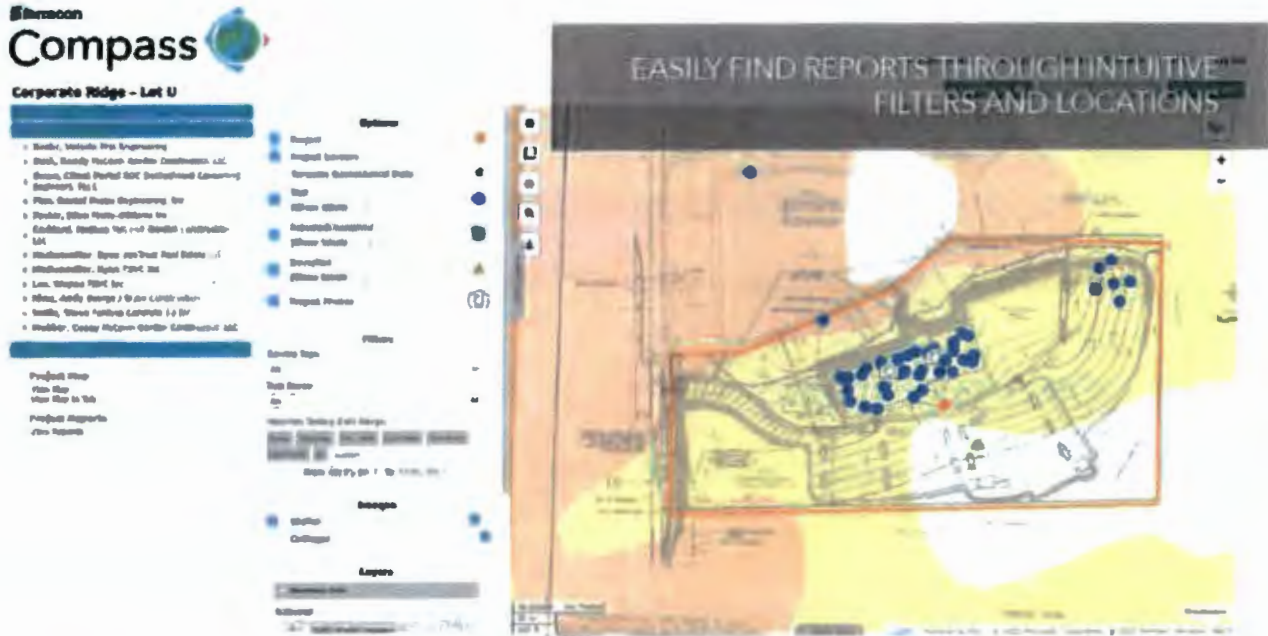
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- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project’s inspections, testing, and observations are no longer sufficient for today’s construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass’ greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.



3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, our estimated fee is shown in the following table:

Terracon Proposal PAS221114 Rev. 1

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK				
Estimate 8 trips at 10 hours each to test compaction of backfill for on-site utilities				
Estimate 2 trips at 4 hours to obtain select fill and subgrade samples				
Estimate 6 trips at 6 hours each to check treatment depth, gradation, and density of treated subgrade				
Estimate 12 day at 10 hours each to test compaction of subgrade and select fill placement				
Engineering Technician	204	hours	\$ 55.00	\$ 11,220.00
Engineering Technician, (Overtime)	40	hours	\$ 82.50	\$ 3,300.00
Nuclear Density Gauge	26	trip	\$ 60.00	\$ 1,560.00
Vehicle Charge	28	each	\$ 80.00	\$ 2,240.00
Subtotal, Earthwork				\$ 18,320.00
SOIL TESTS				
Moisture Content and Visual Classification	6	each	\$ 18.00	\$ 108.00
Percent Passing No. 200 (ASTM D-1140)	6	each	\$ 70.00	\$ 420.00
Atterberg Limits (ASTM D4318)	15	each	\$ 85.00	\$ 1,275.00
Standard Proctor (ASTM D698, method A & B)	6	each	\$ 180.00	\$ 1,080.00
Lime Curve, 5-point pH vs. Lime Content	1	each	\$ 350.00	\$ 350.00
Subtotal, Soil Tests				\$ 3,233.00

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FOUNDATIONS				
Estimate 1 trips at 6 hours each to observe footings and test concrete				
Estimate 2 trips at 8 hours each to observe piers and test concrete				
Estimate 4 trips at 4 hours each to pick up sample and return to laboratory				
Engineering Technician	38	hours	\$ 55.00	\$ 2,090.00
Engineering Technician (Overtime)	0	hours	\$ 82.50	\$ -
Cylinder Compression Test (ASTM C-39)	12	each	\$ 18.00	\$ 216.00
Vehicle Charge	7	each	\$ 80.00	\$ 560.00
Subtotal, Foundations				\$ 2,866.00
CAST-IN-PLACE CONCRETE				
Estimate 8 trips at 4 hours each to observe reinforcing steel for slabs-on-grade thickened concrete slabs				
Estimate 8 trips at 8 hours each to test concrete for slabs-on-grade and thickened concrete slabs				
Estimate 4 trips at 8 hours each to observe reinforcing steel and test concrete for shear walls				
Estimate 6 trips at 10 hours each to test concrete for pavements				
Estimate 6 trips at 6 hours each to observe reinforcing steel and test concrete for equipment pads				
Estimate 2 trips at 6 hours each to observe reinforcing steel and test concrete for sidewalks				
Estimate 24 trips at 4 hours each to pick up sample and return to laboratory				
Engineering Technician	320	hours	\$ 55.00	\$ 17,600.00
Engineering Technician, Overtime	12	hours	\$ 82.50	\$ 990.00
Cylinder Compression Test (ASTM C-39)	276	each	\$ 18.00	\$ 4,968.00
Vehicle Charge	58	each	\$ 80.00	\$ 4,640.00
Subtotal, Cast-in-Place Concrete				\$ 28,198.00
PROJECT MANAGEMENT & ADMINISTRATION				
Project Manager/Staff Engineer	35	hours	\$ 135.00	\$ 4,725.00
Principal/APR	7	hours	\$ 170.00	\$ 1,190.00
Administration	14	hours	\$ 70.00	\$ 980.00
Vehicle Charge	2	each	\$ 80.00	\$ 160.00
Subtotal, Project Management & Administration				\$ 7,055.00
ESTIMATED COST				\$ 59,672.00

- Overtime is defined as hours worked more than 8 per day, and all ours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample or cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be Invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.

5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.

We have excluded the following services from our proposal. We would be happy to provide an estimate to perform these services, if requested.

- Headworks Structure
- Aeration Basin Structure

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Bay City, TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bay City WWTP Improvements project ("Project"), as described in Consultant's Proposal dated 08/17/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this Indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Jason L. Mills Date: **12/21/2023**

Name/Title: **Jason L. Mills / Freeport Office Manager**

Address: **22535 N Highway 288B**
Angleton, TX 77515-4882

Phone: **(979) 705-4942** Fax: **(979) 202-1033**

Email: **Jason.Mills@terracon.com**

Client: **City of Bay City, TX**

By: _____ Date: _____

Name/Title: **Robert K. Nelson | Mayor**

Address: **1901 Fifth Street**
Bay City, TX 77414-3516

Phone: **(979) 245-2137** Fax: _____

Email: **rnelson@cityofbaycity.org**