

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: **Elevated Tank Rehabilitation**
 Prime Consultant: **UNINTECH CONSULTING ENGINEERS, INC.**
 Subconsultant: **BakerRisk, Terracon, BRL NDT, Water Technologies**
 Proposal Date: **4/30/2025**
 Prepared By: **Mark B Hill, PE**

Project Manger	Project Engineer	EIT	RPLS	Survey Tech	Survey Crew - 2 man
\$220.00	\$185.00	\$125.00	\$235.00	\$133.00	\$175.00

TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
Study and Report Phase	8	22	24	0	0	0	54	\$ 25,963.00
1.01 Project Administration (includes but not limited to invoicing, sub consultants management, document management)	2						2	\$440.00
1.02 Scoping Meeting	1						1	\$220.00
1.03 Site Visit (3 sites)	3	3					6	\$1,215.00
1.04 Coordination with Stakeholder/jurisdictional authorities		4					4	\$740.00
1.05 Review any utility mapping and surveys and other utilities documentation		4					4	\$740.00
1.06 Develop and Maintain Project Schedules		4					4	\$740.00
1.07 TCEQ/AWWA Inspection of storage tank - Northcliffe, E Live Oak, Ware Seguin (Water Technologies, Inc.)							0	\$2,608.00
1.08 Analysis of Existing Welds(BakerRisk)							0	\$14,525.00
1.09 Prepare Report		6	24				30	\$4,110.00
1.10 QA/QC - Internal/3d Party	1						1	\$220.00
1.11 Review Meeting with City (incl. prepare exhibit, minutes)	1	1					2	\$405.00
Preliminary Design	7	44	132	1	3	12	199	\$ 28,914.00
2.01 Project Administration (includes but not limited to invoicing, sub consultants management, document management.	2						2	\$440.00
2.02 General Environmental Coordination - TCEQ		2					2	\$370.00
2.03 Establish Benchmarks/Control				1	3	12	16	\$2,734.00
2.04 Existing Conditions Model (Planimetrics/Topography)(3 site)		4	16				20	\$2,740.00
2.05 Design Model - Improvements		4	16				20	\$2,740.00
2.06 Preliminary Construction Plans - Front End Docs		1	4				5	\$685.00
2.07 Preliminary Construction Plans - Special Detail Plans	2	20	72				94	\$13,140.00
2.08 Design Report - Preliminary Design Phase		2	8				10	\$1,370.00
2.09 Quantity Take-off and Estimate		8	8				16	\$2,480.00
2.10 QA/QC - Internal/3d Party	2						2	\$440.00
2.11 Review Meeting with City (incl. prepare exhibit, minutes)	1	1					2	\$405.00
2.12 Response to Owner Comments		2	8				10	\$1,370.00
Final Design	4	35	82	0	0	0	121	\$ 17,605.00
3.01 Project Administration (includes but not limited to invoicing, sub consultants management, document management.	2						2	\$440.00
3.02 General Environmental Coordination - TCEQ		1					1	\$185.00
3.03 Final Construction Plans - Front End Docs		1	2				3	\$435.00
3.04 Final Construction Plans - Special Detail Plans		6	24				30	\$4,110.00
3.05 Final Design Report		2					2	\$370.00
3.06 Construction Contract Documents - Front End Documents		4					4	\$740.00
3.07 Construction Contract Documents - Special Provisions		6	24				30	\$4,110.00

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: **Elevated Tank Rehabilitation**
 Prime Consultant: **UNINTECH CONSULTING ENGINEERS, INC.**
 Subconsultant: **BakerRisk, Terracon, BRL NDT, Water Technologies**
 Proposal Date: **4/30/2025**
 Prepared By: **Mark B Hill, PE**

Project Manger	Project Engineer	EIT	RPLS	Survey Tech	Survey Crew - 2 man
\$220.00	\$185.00	\$125.00	\$235.00	\$133.00	\$175.00

TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
3.08 Construction Contract Documents - Special Specifications		6	24				30	\$4,110.00
3.09 Quantity Take-off and Estimate		4					4	\$740.00
3.10 QA/QC - Internal/3d Party	2						2	\$440.00
3.11 Response to Owner Comments		4	8				12	\$1,740.00
3.12 TCEQ Permits		1					1	\$185.00
Bid Phase	4	14	12	0	0	0	30	\$ 4,970.00
4.01 Finalize Constructability Issues	2	2					4	\$810.00
4.02 Final Construction Contract Documents/Plans		4	8				12	\$1,740.00
4.03 Submit 100% Plans/ Signed and Sealed	1						1	\$220.00
4.04 Participate in Pre-Bid Meeting	1	1					2	\$405.00
4.05 Respond to Contractor Questions		4					4	\$740.00
4.06 Prepare and Distribute Necessary Addenda		2					2	\$370.00
4.07 Prepare Bid Tabulation and Letter of Recommendation		1	4				5	\$685.00
Construction Phase	1	29	8	0	0	0	38	\$ 6,585.00
5.01 Participate in Pre-Con meeting	1	1					2	\$405.00
5.02 Review Shop Drawings		1	4				5	\$685.00
5.03 Review Contractor Pay Estimates		1	4				5	\$685.00
5.04 Respond to RFI's		4					4	\$740.00
5.05 Review / Negotiate Change Orders		2					2	\$370.00
5.06 Project Site Visits and Reports (Minimum One Per Month)(Assumed 8 months)		12					12	\$2,220.00
5.07 Participate in Construction Progress Meetings and Prepare Meeting Minutes		4					4	\$740.00
5.08 Final Walkthrough and Punchlist Review		4					4	\$740.00
Project Closeout	0	5	8	0	0	0	13	\$ 1,925.00
6.01 Prepare Record Drawings		2	8				10	\$1,370.00
6.02 Anniversary site visit with Owner		3					3	\$555.00
TOTAL BASE FEE	24	149	266	1	3	12	455	\$85,962.00
Additional Services	0	0	0	0	0	0	0	\$ 7,555.00
7.01 TERRACON - Lead Paint Sampling and Report								\$1,700.00
7.02 BRL NDT - 3rd Party Inspection for Construction Phase Welding								\$5,855.00
TOTAL BASE FEE + ADDITIONAL SERVICES	24	149	266	1	3	12	455	\$93,517.00



April 2, 2025

Mark B. Hill
Director/Share Holder, Civil Division
Unintech Consulting Engineers, Inc.
2431 E. Evans Road
San Antonio, TX 78259
smhill@unintech.com

Re: Analysis of Water Tank Pipes in Shertz, TX
BakerRisk Proposal No. P20920

Dear Mark:

Baker Engineering and Risk Consultants, Inc. (BakerRisk®) is pleased to submit this proposal to perform an analysis of failing pipes for the City of Shertz located in Shertz, Texas. A description of our proposed scope of work, budget, and schedule is provided below.

1 INTRODUCTION AND BACKGROUND

The City Engineer in Shertz, Texas identified a need for the assessment of existing piping and the design of replacement piping for the elevated storage tanks at East Live Oak and Northcliff. It appears that welds are failing on pipe sections and there is concern that there may be a failure leading to loss of feed to the tanks. It was initially believed that the tank at the I-35 EST would be included in the scope, but observations by staff showed that the pipe was in good condition.

Unintech contacted BakerRisk for assistance with the project stating initially there was a need for third-party testing/inspection services to ensure the quality of the welding. Unintech provided images to BakerRisk, which show evidence of welds failing on pipes, as shown in Figure 1. The pipes are constructed from stainless steel, although the type is unknown.

In our discussion with Unintech, it became evident that the cause of the failing pipes needs to be determined to understand the appropriate next steps. This is because stainless steel can fail in the apparent manner even when there is no fault in the materials or welding.



Figure 1. Site Photographs of Leaking Pipes

2 SCOPE OF WORK

The purpose of this project is to determine the cause of failure of the pipe and weld materials of the elevated storage tanks at East Live Oak and Northcliff in Shertz, Texas. With knowledge of the failure mechanism, appropriate recommendations will be made. The following tasks will be performed.

1. Site visit to determine the best location(s) to take samples of pipe/weld and samples of corrosion product. See Figure 2 for proposed sampling locations. Confirm if both tank's pipes look the same.
2. BakerRisk Laboratory Analysis:
 - a. Visual and photo documentation of samples
 - b. Digital optical microscopy
 - c. Metallography
 - d. Composition analysis of pipe, weld, and scale/corrosion product
3. Determine the cause(s) of the failure.
4. Recommend replacement materials, if any change is required.
5. Provide Unintech with a detailed report.



Figure 2. Proposed Sampling Locations

3 PROJECT MANAGEMENT

BakerRisk has an experienced team of consultants who have performed numerous studies similar to the proposed effort. The project manager will be Dr. Milo Kral, P.E. with assistance from Mr. Dan Benac. Resume profiles for the proposed project team are attached in Appendix A.

Note that depending on the availability of staff, the services of additional BakerRisk consultants may be required.

4 DATA REQUIREMENTS

The following information should be provided to BakerRisk prior to the start of the project:

1. Relevant engineering drawings of the current design.
2. Materials specifications for current pipe materials.
3. Specifications for the welding process used in the current design.
4. Typical water chemistry analysis data relevant to each site.
5. Water treatment process (if relevant).

From discussions, we understand that some of this data may not be available.

Further data requirements will be reviewed during project initiation following the receipt of a Purchase Order (PO). If necessary, BakerRisk may make other reasonable requests for additional data during the course of the project.

The project schedule is dependent on receipt of required information and work will not begin until all requested information is received.

5 PROJECT SCHEDULE AND DELIVERABLES

The proposed project schedule is based on information made available to BakerRisk as of the date of this proposal. The actual project schedule/timeline will be confirmed and coordinated with the project team once the project has been awarded.

The site visit can be scheduled within 1 week after purchasing documents are received and accepted. The site visit is expected to take ½ - 1 day. During the site visit, the sampling locations will be identified.

A progress report will be presented on Microsoft Teams ~ five to ten days after samples have been received.

A draft report will be delivered for review approximately ten working days after the site visit is completed and samples are received. Comments on the draft report should be provided within two to three weeks.

The final report will be issued within ten working days after comments on the draft have been received. If no comments are provided within the specified review period, the final report will be issued at that time.

Additional revisions to the draft or final reports are beyond the current scope of work and would require additional funding and an extension of the project schedule.

Table 1. Proposed Project Schedule

Task/Activity	Cumulative Weeks										
	0	1	2	3	4	5	6	7	8	9	10
PO received	Yellow										
Contractual issues resolved		Blue									
Provide required documents/drawings or other information		Yellow									
Site visit conducted			Blue								
Samples received				Yellow							
Prepare draft report					Red	Red					
Issue draft report							Red				
Unintech’s comments received on draft report								Yellow	Yellow		

Task/Activity	Cumulative Weeks											
	0	1	2	3	4	5	6	7	8	9	10	
Resolve comments on draft												
Issue final report												

Color Key: BakerRisk Task Unintech Task Joint Task for BakerRisk/Unintech

6 COST

The proposed work will be carried out on a Time and Materials basis estimated not to exceed \$14,524. In the event that costs approach 80% of the estimate prior to delivery of the draft report, approval may be sought for additional funding.

All costs are quoted in USD and do not include any applicable taxes. Billing rates are based on the year in which services are provided and are subject to change annually. Invoices will follow the schedule provided in Table 2. Only local travel is anticipated for this effort.

Table 2. Cost Estimate by Task

Task	Work Description	Cost US\$
1	Delivery of Draft Report	14,524

Follow-on support, if desired, will be contracted at the time such services are requested. For example, BakerRisk can review materials specifications, welding processes, and weld inspection data. Additional funding will be required if the scope is increased or if some portion of the proposed work required effort beyond that described herein.

7 CONTRACTING

This proposal is valid for a period of 30 days from date of issue. Please sign in the space below to indicate your acceptance of our proposed scope of work. Please also sign and return the attached BakerRisk Services Agreement (Appendix B). Receipt of this signed proposal and the attached Agreement will initiate the contracting process with BakerRisk so project activity can be scheduled.

ACCEPTANCE OF SCOPE OF WORK AS PROPOSED

Accepted by:

Signature

Date

(print name)

(title)

Signed acceptance of this proposal and either a funding document [including agreed to terms & conditions] or the signed BakerRisk Services Agreement as stated above are required before work can begin.

The attached BakerRisk Services Agreement will apply to the project activity set out in this proposal. Once it is fully executed, the Services Agreement will simplify the contracting process and easily support future work.

It is BakerRisk's policy that project activity cannot start until we have an approved purchase order or contracting documents in place. In order to allow sufficient time for report review, comment resolution, iteration, and follow-up, BakerRisk suggests a contract duration of six months. For assistance with contractual requirements, please contact Ms. Andrea Payte (Contracts@BakerRisk.com) in our San Antonio office at 210-824-5960.

If you require additional information or have any technical questions or comments, please contact me at mkral@BakerRisk.com or 210-721-7340. Thank you for giving us the opportunity to bid on this work. We look forward to hearing from you in the near future.

Sincerely,

Approval:



Milo Kral, Ph.D., P.E.
Principal Engineer



Travis J. Holland, P.E.
Discipline Lead, Protective Structures

Attachments:

- Appendix A. Project Team Profiles
- Appendix B. BakerRisk Services Agreement

APPENDIX A. PROJECT TEAM PROFILES



MILO KRAL, Ph.D.
Principal Engineer

Vanderbilt University

Ph.D., Materials Science and Engineering, minor in Mechanical Engineering (1996)

M.Sc., Materials Science and Engineering (1992)

B.E., Mechanical Engineering (1984)

Areas of Practice

Dr. Milo Kral works in the BakerRisk® San Antonio office as part of the Materials Engineering & Forensics Group. A registered professional metallurgical engineer, Dr. Kral is a specialist in the selection and performance of structural materials, with extensive expertise in corrosion, stress corrosion, creep, fatigue, and fracture of metals. He has over 30 years of experience investigating and solving problems in a wide variety of industries including light and heavy manufacturing, aircraft structures and powerplant, aluminum and bronze foundries, food production, oil & gas, mining, pulp & paper, HVAC, energy production (hydro, wind, and land-based gas turbines), and many others. He has testified as an expert witness, both in civil and criminal cases. Dr. Kral also has 25 years' experience in engineering education and has run many short courses for industry and government organizations.

Experience

Dr. Kral has over 30 years of consulting experience in the U.S. and New Zealand with a focus on failure analysis of structural materials for civil/structural and mechanical components and systems. An independent consultant in New Zealand 1998-2023, Dr. Kral worked on many high-profile cases including structural damage and failure in the Christchurch earthquakes and investigations of the Pike River Mine Disaster. He has extensive experience with corrosion, stress corrosion, creep, fatigue, and fracture of steels, stainless steels, nickel-based alloys, aluminum, copper-based, titanium alloys, and polymers.

Dr. Kral is co-author of *Mechanical Behavior of Materials*, Pearson (2019), which is an advanced text on Fracture Mechanics and Failure. He also designed and taught a university-level full semester course on Failure Analysis and Prevention, as well as a short course on Forensic Engineering for Engineering New Zealand. He has published over 30 papers relating to performance of alloys and failure of components and systems.

Professional Chronology

General Motors/Electronic Data Systems (seconded to Rochester Products), Systems Engineer, 1984-1990
Vanderbilt University, Research and Teaching Assistant, 1990-1996
U.S. Naval Research Laboratory, ASEE Postdoctoral Fellow, 1996-1998
University of Canterbury (NZ), Professor of Mechanical Engineering, 1998-2023
University of Canterbury (NZ), Head of Mechanical Engineering, 2007-2017
Metallurgical and Materials Consultants Ltd., Principal and Director, 2007-2023
Baker Engineering and Risk Consultants, Inc., Principal Engineer, 2023-present

Professional Registrations/Certifications

Licensed Metallurgical Professional Engineer Tennessee 120426, Texas 152860

Professional Memberships and Honors

Emeritus Professor, University of Canterbury, Christchurch New Zealand, 2024 - present
Member, American Society of Materials (ASM)
Member, The Minerals, Metals and Materials Society (TMS)
Failure Analysis Society of ASM Board of Directors, 2020-present
Editorial Board of Failure Analysis and Prevention, 2021-present
Fellow, Alpha Sigma Mu, Materials Honorary Society, 2014-present
Fellow, Engineering New Zealand, 2013-present



DANIEL J. BENAC, P.E., CFEI, ASM Fellow
Senior Principal Engineer

B.S. Metallurgical Engineering, University of Illinois
Masters, Dallas Theological Seminary

Areas of Practice

Dan Benac works at BakerRisk's San Antonio office in the Materials Engineering Group. As a registered professional metallurgical engineer in Texas, Mr. Benac has over 40 years of experience as specialist in structural integrity and material issues, failure analysis of plant equipment, materials evaluations, and materials selection for designs.

Experience

- Mr. Benac has conducted hundreds of in-depth investigations and analyses of service failures and mishaps for a variety of structures for the nuclear, refining, petrochemical, and fossil-power industries. He investigates equipment such as pipelines, rotor shafts, valves, pumps, heat exchangers, reactor vessels, piping, compressor, and turbine blades and disks.
- Mr. Benac is the program manager for the global Ammonia & Fertilizer Joint Industry Program and subject matter expert on damage mechanisms and mitigation options for ammonia and fertilizer equipment.
- Mr. Benac has been a principal investigator in explosions of pipelines, piping, boilers, and pressure vessels. For the transportation industry, he has the unique distinction of having conducted investigations of exploded compressed natural gas (CNG) composite-wrapped cylinders used on buses, trucks, and airline ground equipment. He has also participated as team lead assessing structural integrity concerns of equipment and vessels and conducting root cause analyses (RCA).
- Mr. Benac has characterized steel, titanium, aluminum alloys, nickel-based alloys, and polymer composites. As a material design engineer, he was the lead engineer for the selection of metallic materials and processes for the design of an advanced aircraft. He was involved in a two-year study evaluating steel I-beams used for earthquake applications. In addition, he was responsible for specifying the materials of construction for a North Sea unit on an offshore platform that removed hydrogen sulfide from produced crude oil.
- Mr. Benac is involved with life assessment of heat-damaged structures, elevated-temperature exposure, and fatigue of rotating equipment. He has edited an ASM handbook article on life assessment of structural components, ASM International's failure analysis training courses for Elevated-Temperature Failures and Pressure Vessel Failures, and an online course for Understanding the Basics of Corrosion.
- Mr. Benac was the principal investigator on failure investigations and structural integrity issues related to F-16, F-111, T-38, T-37, and C-5 aircrafts. He was the principal investigator of failures of components and equipment such as wingskins, landing gears, and actuator systems. He was the lead for metallic materials for the next generation carrier-based attack airplane.
- Mr. Benac conducts training courses to increase equipment reliability. He has conducted training and tutorial lectures that include: 1) Preventing Brittle Failure of Materials, 2) Determination of Root Cause for Failure, 3) Understanding Fatigue Behavior, and 4) Understanding and Controlling Corrosion. He edited ASM International's failure analysis training courses for Elevated-Temperature Failures and Pressure Vessel Failures.
- Mr. Benac has co-authored fifty peer-reviewed technical papers related to equipment reliability.

Professional Chronology

Texaco, Inc., Engineer, 1978-1982; Dallas Theological Seminary, Student, 1982-1984; General Dynamics Forth Worth Division, Snr. Engineer, 1985-1988, Engineering Specialist, 1988-1992; Southwest Research Institute, Snr. Research Engineer, 1992-1998; Bryant-Lee Associates, Staff Engineer, 1998-2005; Baker Engineering and Risk Consultants, Inc., Senior Principal Engineer, 2005-present.

Professional Registrations/Certifications

Registered Professional Engineer (Texas); NAFI Certified Fire and Explosion Investigator (CFEI); ASM Fellow

Professional Memberships

ASM International Failure Analysis Committee; Editor Review Board for Journal of Failure Analysis and Prevention

APPENDIX B. BAKERRISK SERVICES AGREEMENT

Services Agreement

This Services Agreement (“Agreement”) is made effective _____ (“Effective Date”) by and between Baker Engineering and Risk Consultants, Inc., (“BakerRisk®”), a Texas corporation, having its corporate office located at 3330 Oakwell Court, Suite 100, San Antonio, TX 78218 and _____, a _____, having its corporate office located at _____ (“Client”).

Article 1: Agreement

1.1 Agreement Defined

1.1.1 “Agreement” means, collectively, this document titled “Contract Agreement” and each of the documents listed below, all as amended, supplemented and restated from time to time, including by way of Change Order:

Exhibit A - Work Order Authorization or Purchase Order with reference to this Agreement (incorporated by reference); and
Exhibit B - **<Insert other exhibits as needed>**

1.2 Term

The term of this Agreement will commence on the Effective Date regardless of the date of execution and, subject to the Termination section of the General Conditions, will continue in full force and effect until termination of the Agreement pursuant to the section of the General Conditions titled “Termination”.

1.3 Services

Services will be performed in accordance with, and will otherwise comply with, the terms and conditions of this Agreement.

1.4 Compensation for Services

- 1.4.1 BakerRisk shall be paid for the Services under this Agreement in accordance with the information specified in the Work Order Authorization. All invoices are payable in U.S. Dollars (\$) by the Client, unless specified within the BakerRisk Work Order Authorization. It is BakerRisk’s standard that invoices are due and payable in Net 30 days. An email address for invoice submission and an email address and phone number for a direct contact within the Client Accounts Payable Department is required upon project initiation.
- 1.4.2 The fees and prices set out in any Work Order Authorization do not include any country withholding, sales, Value Added Tax (“VAT”), or other applicable tax or duty of any kind. The Client shall notify BakerRisk of any applicable tax or duty of any kind, which shall be added to each invoice as appropriate and be paid by the Client to BakerRisk.

- 1.4.3 For Time and Materials assignments BakerRisk agrees not to exceed the authorized amount without consent from Client and BakerRisk is under no obligation to continue work if additional funds are not approved by Client. BakerRisk will submit invoices monthly for all labor and expenses associated with the level of effort expended in the prior month period to the Client's email address as identified on each Work Order Authorization.
- 1.4.4 For Fixed Price assignments BakerRisk agrees to complete the scope of work for the fixed price quoted. BakerRisk will submit invoices to the Client's email address as identified on each Work Order Authorization based on an agreed to milestone schedule.

1.5 Warranty

- 1.5.1 The Services provided by BakerRisk under this Agreement shall be free from any claim of any third party for violation, infringement or misappropriation of any patent, copyright, trademark, service mark, trade dress, trade secret or other Intellectual Property Rights.
- 1.5.2 In the event that there are any defects in the Services within twelve (12) months of completion of the Scope of Work, BakerRisk shall repair, replace or re-perform the defective Services as soon as possible following Client's written Notice of the defects. Defects that are due or related to incorrect or incomplete information furnished by the Client shall be corrected by BakerRisk at the Client's expense. BakerRisk's commitment to repair, replace or re-perform Services shall constitute its total liability to the Client for defects in the Services.

1.6 Limit of Liability

Except for the Anti-Bribery and Anti-Corruption provision in this Agreement, the total liability incurred by BakerRisk under this Agreement shall not exceed the total amount billed by BakerRisk for the Services provided under this Agreement.

1.7 Notices

Unless otherwise agreed in writing by the Parties, any notice by a Party under or related to this Agreement shall be served upon the other Party by hand, registered mail or electronic mail addressed to the attention of the other Party's company or corporate secretary.

1.8 Language

All documentation provided by BakerRisk to the Client or by the Client to BakerRisk under this Agreement shall be in English.

1.9 Severability

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

1.10 Waiver

No failure or delay on the part of either Party to exercise any right, power or remedy under this Agreement will operate as a waiver thereof. No waiver or consent of either Party to any default in any term or condition of this Agreement will constitute a waiver of or consent to any succeeding default in the same or any other term or condition of this Agreement. Any waiver of any right, power or remedy under this Agreement must be in writing and signed by the waiving Party.

1.11 Entire Agreement

1.11.1 This Agreement is made up of the Signature Page, the General Conditions, a Work Order Authorization, and, as applicable, all other exhibits, and any Change Order(s) executed after the Effective Date. In the event of any conflict between the Work Order Authorization and the General Conditions, the terms of the Work Order Authorization shall prevail unless the conflict is addressed specifically in an executed Amendment or Change Order.

1.11.2 If any other terms and conditions are to apply to this Agreement after the Effective Date, including any additions or changes to the Scope of Work, they must be set forth in an executed Amendment or Change Order.

1.12 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Texas without regard to choice of law rules.

Article 2: Definitions

- 2.1** “Agreement” shall mean the Services Agreement between the Client and BakerRisk for the supply of Services as outlined in Article 1.
- 2.2** “BakerRisk” shall mean Baker Engineering and Risk Consultants, Inc.
- 2.3** “Change Order” shall mean a written document signed (either handwritten or electronic signature) by the Parties (i.e., executed) after the Effective Date shown on the Signature Page of the Agreement that adds to or changes the Agreement or Scope of Work.
- 2.4** “Client” shall mean the person, firm, company or entity that is to be provided Services by BakerRisk.
- 2.5** “Intellectual Property” shall mean information, improvements, developments, processes, apparatus, documents or products whether patentable or not.
- 2.6** “Intellectual Property Rights” shall mean patents, processes, registered and unregistered trademarks, service marks, registered designs, applications of any of the foregoing, inventions,

confidential information, know-how, business names, trade names, brand names, copyrights or similar rights subsisting in any country.

- 2.7 “Parties” shall mean BakerRisk and the Client.
- 2.8 “Party” shall mean either BakerRisk or the Client.
- 2.9 “Services” shall mean the engineering services, research services, testing services, consultant services, and other services as described in a Work Order Authorization, Proposal or Scope of Work document.
- 2.10 “Scope of Work” shall mean the Services to be provided by BakerRisk as described in Exhibit B.
- 2.11 “Work Order Authorization” shall mean any document that, at a minimum, defines the agreed to Scope of Work, Cost and Period of Performance as well as reference to the terms and condition of this Agreement.

Article 3: Responsibilities and Obligations

3.1 Responsibilities of the Parties

- 3.1.1 The Parties shall comply with all of the provisions of this Agreement as well as all laws, rules, and regulations applicable to this Agreement and the Services provided under this Agreement.
- 3.1.2 The Services will be performed in a professional manner and in accordance with standard industry practices, and BakerRisk shall have adequate training, background and experience to perform the Services in such a manner.
- 3.1.3 The Client shall be responsible for providing accurate and timely information to enable BakerRisk to provide the Services. BakerRisk shall not be responsible for any liabilities or delays caused by or related to inaccurate or delayed information from the Client.
- 3.1.4 The Parties recognize the importance of the schedule in the Work Order Authorization. Any change in the schedule requires an executed Change Order.

3.2 Independent Contractor

BakerRisk is being retained by the Client as an Independent Contractor. As such, BakerRisk maintains control over the manner of its performance and its employees and is the principal for its agents, subcontractors, and consultants, if any.

3.3 Non-Solicitation

During the course of this Agreement, including any extensions or modifications, and for a period of one (1) year thereafter, neither Party shall knowingly solicit for employment any employee of the other Party. This restriction shall not be deemed to include the placement of advertisements in newspapers or trade publications, including the posting of positions on the Internet, that are addressed generally to qualified persons seeking employment.

3.4 Insurance

BakerRisk shall maintain at its expense the minimum types and amounts of insurance listed below, and shall maintain such insurance in full force and effect until the Scope of Work of this Agreement has been performed in accordance with the terms and conditions of this Agreement.

The insurance is as follows:

- 3.4.1 Worker's Compensation or Employer's Liability insurance, as statutorily required, insuring against any and all claims for compensation in an amount of not less than \$1,000,000 per claim
- 3.4.2 Comprehensive/Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage
- 3.4.3 Automobile Liability Insurance in an amount not less than \$1,000,000 for any hired, owned or non-owned vehicles used in performance of the Scope of Work
- 3.4.4 Client shall be listed as Certificate Holder and provided Additional Insured status for Comprehensive/Commercial General Liability and Automobile Liability. Certificate will include a Waiver of Subrogation blanket endorsement for Comprehensive/Commercial General Liability, Workers Compensation and Automobile Liability.

3.5 Assignment

Neither Party shall assign or transfer this Agreement, either in whole or in part, without obtaining the prior written consent of the other Party. Any such attempted assignment or transfer shall be void.

Article 4: Indemnification and Compliance

4.1 Indemnification

- 4.1.1 **Client and BakerRisk shall each indemnify, defend, and hold the other harmless from all claims, demands, and causes of action of every type and character arising out of or related to the Services under this Agreement that are asserted against the indemnitee by any party (including, without limitation, employees of the Client or BakerRisk) which result from the negligence or willful misconduct of the indemnitor. In the case of joint or concurrent negligence of BakerRisk and the Client, whether through their respective employees, agents, or representatives, the duty to indemnify and hold harmless referred to in the previous sentence shall be in proportion to the allocable share of the joint or concurrent negligence.**
- 4.1.2 **Except for the Anti-Bribery and Anti-Corruption provision in this Agreement, neither the Client nor BakerRisk shall be liable to the other for any consequential, special or indirect damages, including the loss of anticipated profits, sustained by the other.**

4.2 Anti-Bribery and Anti-Corruption

- 4.2.1 BakerRisk and the Client hereby warrant that, in meeting their obligations under this Agreement, they shall not, directly or indirectly, nor shall any other person within their employment or control, offer, make, promise to make, or authorize the making of any payment of money, gift or other commitment of value to its customers, any government official, or any agent, director, or employee of any other party or entity in a manner contrary to any applicable U.S. or foreign law, and they shall comply with all relevant U.S. and foreign laws, regulations, ordinances, and rules concerning anti-bribery and anti-corruption.
- 4.2.2 Material violation of this Anti-Bribery and Anti-Corruption provision by either Party may be considered by the non-violating Party to be a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement effective immediately upon giving written notice to the violating Party, and such termination by the non-violating Party shall not prejudice any of its other rights or remedies under either this Agreement or applicable law. The violating Party shall be responsible for all direct and indirect liabilities, damages, costs and expenses incurred as a result of or related to its violation of this Anti-Bribery and Anti-Corruption provision.

Article 5: Intellectual Property and Confidentiality

5.1 Intellectual Property

- 5.1.1 The Intellectual Property Rights in Intellectual Property provided by the Client to BakerRisk shall remain under the ownership of the Client.
- 5.1.2 The Intellectual Property Rights in Intellectual Property developed by BakerRisk or its employees in the performance of the Services shall belong to BakerRisk unless otherwise stated within the Work Order Authorization or an executed Change Order. BakerRisk retains full and sole ownership of its existing and background Intellectual Property Rights in Intellectual Property.
- 5.1.3 Subject to Confidentiality provision in this Agreement, BakerRisk grants to the Client a fully paid, non-exclusive, non-transferable license and the right to use the information provided by BakerRisk pursuant to this Agreement for the purpose for which the Services were undertaken.

5.2 Limited Application of Work Product

The main purpose of BakerRisk engineering reports, engineering feedback, design reviews, and engineering designs is to support a specific project referenced in a proposal, applicable contract or funding document. The BakerRisk work product is BakerRisk's intellectual property, and it shall not be extrapolated, modified, or incorporated in other projects, locations, or applications, except by or with the involvement and approval of BakerRisk. In addition, services may from time to time include a design review that involves engineering feedback provided to Client to assist with locating modular building designs. Such engineering feedback and design review is to be treated as BakerRisk's confidential information/intellectual property, and it is not to be shared

with any third-party for the purpose of developing or improving designs, except by or with the involvement and approval of BakerRisk.

5.3 Confidentiality

BakerRisk and the Client shall treat and maintain all information of a confidential nature communicated to the other in connection with or related to this Agreement as confidential and shall not use or communicate such confidential information except for the purpose of performing this Agreement. BakerRisk may retain copies of such confidential information for its record retention purposes and for compliance with applicable professional standards.

Article 6: Termination and Disputes

6.1 Termination

6.1.1 This Agreement may be terminated by either Party by giving thirty (30) days written notice of termination to the other Party. Such notice of termination shall not prejudice the Client's right to use all Services already performed by BakerRisk under this Agreement or BakerRisk's right to receive payment for Services already completed in accordance with this Agreement, as well as payment for all costs or expenses incurred under this Agreement or as a result of the termination. In the event of notice of termination, BakerRisk shall promptly discontinue all Services and take reasonable measures to limit the incurrence of additional costs and expenses.

6.1.2 If either Party defaults in any of its obligations under this Agreement and fails to rectify such default within (30) days of written notice of the default by the other Party, the non-defaulting Party may, without prejudice to any other of its rights, terminate this Agreement at that time (i.e., after 30 days of the written notice of default) by giving a follow-up written notice to the defaulting Party.

6.2 Dispute Resolution

6.2.1 Any dispute, controversy or claim arising out of or relating to the performance of either Party under this Agreement or the interpretation, validity, and enforceability of this Agreement, will, upon the written request of either Party to the other, be referred to senior management representatives (i.e., officers) of BakerRisk and the Client for resolution. Such senior management representatives shall meet promptly and, in good faith, attempt to resolve the dispute, controversy or claim referred to them.

6.2.2 If such senior management representatives do not resolve a matter referred to them within thirty (30) calendar days after reference of the matter, the matter will be referred to and resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("Rules") in effect at the time of the referral. In the final award of the arbitration, which shall be conducted in English in San Antonio, Texas, the arbitrator(s) will assess the fees, expenses and compensation provided for in the Rules and may apportion such fees, expenses, and compensation among the Parties in such amounts as the arbitrator(s) determines is appropriate. The final award of the

arbitration will also include an award of attorneys' fees in an amount as the arbitrator(s) determines is appropriate. Judgment upon the final award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

BakerRisk and Client agree to the terms of this Agreement and have caused it to be executed by the duly authorized persons shown below.

**BAKER ENGINEERING AND RISK
CONSULTANTS, INC.:**

CLIENT:

Signature

Signature

Name (printed):

Name (printed):

Title

Title

Date

Date

SAMPLE

Exhibit A δWork Order Authorization

Work Order Number: _____

Contract Number: _____

Description of Services to be performed:

Lump Sum Fixed Price for this effort is:

OR

Authorized Time & Material cost:

Period of Performance:

Invoices Sent to:

EMAIL ADDRESS:

BILLING ADDRESS:

ACCOUNTS PAYABLE EMAIL ADDRESS:

ACCOUNTS PAYABLE PHONE NUMBER:

BAKERRISK:

Baker Engineering and Risk Consultants, Inc.

By: _____

Name:

Title:

CLIENT:

By: _____

Name:

Title:



Better Risk Management Starts Here

BakerRisk.com

SERVICES



Accident Investigation



Functional and Electrical Safety



Fire Protection and Insurance Risk



Consequence and Risk Modeling



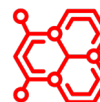
Qualitative Hazard Identification and Risk Assessment



Protective Structures



Testing



Low Carbon Energy

LOCATIONS



San Antonio



Chicago



Houston



Los Angeles



Philadelphia



Canada



Egypt



United Arab Emirates



United Kingdom

BAKERRISK LEARNING CENTER



By leveraging the expertise of our industry-leading instructors, BakerRisk provides insight into some of the most cutting-edge approaches to hazard evaluation for an unparalleled learning experience.



SERVICE QUOTE

CLIENT:	Unintech Consulting Engineers, Inc.	DATE:	4/29/2025
CLIENT POC:	Mark Hill	QUOTE NO:	429162725VM

This quote has been prepared by Virgil Martinez for Unintech Consulting Engineers in relation to the scope of work listed below. The prices and terms and conditions contained in this quotation shall remain valid for a period not exceeding 90 days.

REQUESTED DATE OF SERVICE:	TBD
LOCATION:	Schertz, TX (Northeast Quadrant Tank) (Southwest Quadrant Tank)
SCOPE OF WORK:	Radiographic testing of the following: 10ea, 16"/SCH 40 Pipe Welds 10ea, 18/SCH 40 Pipe Welds Magnetic Particle Testing of the following: Pipe to Flange Fillet Welds Weld-O-let to Pipe Welds

(2ea, 12 Hour Standard Workdays)

ITEM:	RATE:	QUANTITY	SUBTOTAL
Labor (STD) (2 Man Crew)	\$130.00	16	\$2,080.00
Labor (STD) (2 Man Crew)	\$195.00	8	\$1,560.00
Assistant Technician (STD)	\$50.00	16	\$800.00
Assistant Technician (OT)	\$75.00	8	\$600.00
Film	\$3.50	120	\$420.00
Magnetic Particle Testing Kit	\$100.00	1	\$100.00
Safety and Security Fee	\$80.00	2	\$160.00
Admin Fee	\$35.00	1	\$35.00
Trip Charge	\$50.00	2	\$100.00
TOTAL:			\$5,855.00

Notes:


- **For each weld requiring radiography, the client shall ensure unrestricted access. The work area must allow for the exposure device to be positioned within a 4-foot proximity to the weld, and sufficient space must be available for the radiographer to maintain a safe working distance during exposure operations.**
- Film will be charged based on actual usage.
- All time is based on portal-to-portal.
- Any work performed before 6am and after 6pm or after a continuous 8 hours of service will be charged at a rate of \$195.00 per hour.
- Weekends and holidays will be charged at a rate of \$195.00 per hour.
- Any out-of-scope or repair work is subject to additional charges.

Please feel free to contact me if you have any questions or concerns regarding this proposal @ 210-812-9833 or virgil@brlndtservices.com.

As always, we appreciate the opportunity to earn your business!

Quoting and Incoming Order Terms and Conditions

- Q-1: The terms referenced herein take precedence over all other documents unless specified in writing by the Seller.
- Q-2: All quotations are valid for 90 days, unless otherwise specified or agreed upon by Seller. Pricing is subject to change based on market variations or trends.
- Q-3: All services are performed using BRL NDT SERVICES approved processes, unless otherwise specified or agreed upon by Seller.
- Q-4: All services are to be FOB- Origin. Seller does not pay for shipping costs under any circumstances. Shipping method and costs shall be incurred by the Buyer and specified in the purchase order. If shipping methods and cost are not specified, BRL NDT SERVICES will ship items back using the same method used by the client. Cost will be added to the final invoice.
- Q-5: Seller shall not be held responsible due to any damage to products during shipping. Products will be packaged according to purchase order and/or specification requirements or in the same manner received.
- Q-6: Nonconforming testing/ inspection of items must be reported within 30 days from original ship date or competition of service to be considered for re-testing/ inspection at no additional charge to the buyer. Re-testing/ Inspection of item requested after this time frame, will be accepted/declined at the Seller's discretion.
- Q-7: BRL NDT SERVICES provides NET 30 terms to all clients. However, all new buyers may be required to pay COD for the first order. This shall be specified on quotation form.
- Q-8: Certificate of Conformance, material certifications, and processing certifications are provided by the Seller at no additional cost to the buyer. Any additional paperwork required by the Buyer may be subject to additional charges.
- Q-9: Seller shall maintain a first article report on file. An AS9100 FAIR may be purchased by the Buyer for an additional charge and shall be specified on the purchase order.
- Q-10: Seller will not send out copies of work orders, job travelers, or any other documents containing proprietary information under any circumstances.

BRL NDT SERVICES REPRESENTATIVE:	Virgil Martinez	DATE:	4-29-2025	SIGNATURE:	
CLIENT REPRESENTATIVE:		DATE:		SIGNATURE:	

Ron Perrin
Water Technologies, Inc.

PO Box 101614
Fort Worth, Texas 76185

Phone 1-888-481-1768
FAX (817) 246-1740

Email: perrinsales@gmail.com
Wednesday, April 30, 2025

Proposal For: Unintech Consulting Engineers, Inc.
Attn: Mark Hill, P.E.
Cell:
Address: 2431 E. Evans Road, San Antonio, TX 78259

Fax:
E-Mail: mhill@unintech.com
Phone: 210-641-6003

Tanks Located: City of Schertz

THIS PROPOSAL IS FOR REMOTELY OPERATED VEHICLE (ROV) INSPECTION OF POTABLE WATER STORAGE FACILITIES.

All TCEQ/AWWA Inspection points for annual inspection are covered in our comprehensive written report. Ron Perrin is a member of NFPA and NACE.

Included in the below listed price:

- **Above and Underwater inspection of listed facilities**
- **Underwater narrated video photography, with remote camera**
- **Interior and exterior photos of corrosion**
- **Two Million Dollars of Liability Insurance Coverage**
- **Detailed Written report with photos**
- **All Travel Charges**

Inspections are performed while the facility remains full of water with no disruption in service.

1. 2) 1.5 MG Elevated Water Storage Towers (\$ 895.00ea.)	\$ 1,790.00
2. 1) 500K gallon Ground Water Storage Tank	\$ 649.00
Travel Charge	\$ 169.00

Total due upon completion: \$ 2,608.00

Prices are for facilities with ladders and normal access.

New underwater corrosion control with Aquata Pox is available.

Thank You,

Approved by _____
Date _____
P.O. # _____

Robert Perrin, SSH
Vice President
1-888-481-1768

References are available upon request.

For more information, go to: www.ronperrin.com



6000 Northwest Parkway, Suite 100
San Antonio, Texas 78249
P 210.641.2112
F 210.641.2124
Terracon.com

April 22, 2025

Unintech Consulting Engineers, Inc.
2431 East Evans Road
San Antonio, Texas 78259

Attn: Mr. Mark B Hill, PE | Director/Share Holder
T: (210) 641-6003 Ext. 1414
D: (210) 306-4012
F: (210) 641-8279
E: mhill@unintech.com

Re: Proposal for Lead-Containing Paint Survey
Ware Seguin Ground Storage Tank
11340 Ware Seguin Road
Schertz, Texas 78154
Terracon Proposal No. P90257203

Mr. Hill:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide lead-containing paint (LCP) inspection services at the above-referenced location. We understand the purpose of this survey is to identify and assess LCP materials associated with the ground storage tank located at 11340 Ware Seguin Road in Schertz, Texas. We have not had the opportunity to visit the site prior to preparation of this proposal and our scope of work (SOW) is based on our understanding of what is present, a review of your site description, and our experience with similar structures.

PROPOSED SCOPE OF SERVICES

Lead-Containing Paint Materials Survey

Terracon will mobilize Texas Department of State Health Services (TDSHS) certified Lead Risk Assessor(s) to the site to perform an X-Ray Fluorescence (XRF) inspection and conduct sampling of suspect paint materials on the ground storage tank to identify paint materials found to contain lead. The lead sampling will be conducted in general accordance with protocols established by the Texas Environmental Lead Reduction Rules (TELRR) and the US Department of Housing and Urban Development (HUD). XRF technology allows for detection of lead in a painted surface, even several layers below the surface, without disturbing the painted surface.

Proposal for Lead-Containing Paint Survey

Ware Seguin Ground Storage Tank | Schertz, Texas
April 22, 2025 | Terracon Proposal No. P90257203



The Occupational Safety and Health Administration (OSHA) Federal Standard for Lead in the Construction Industry (29 CFR 1926.62 – Lead Exposure in Construction) defines specific training requirements, engineering controls, and working practices for construction personnel subject to this standard. There are also federal and state regulations, which require characterization of demolition debris to determine the proper disposal procedures.

For the purpose of this sampling, lead-based paint (LBP) will be defined as paint or surface coating that contains 1.0 mg/cm² or more of lead. LBP is defined by the United States Environmental Protection Agency (USEPA) and the TDSHS as any paint that contains lead equal to or greater than 1.0 mg/cm², 0.5 percent by weight, or 5,000 parts per million (ppm).

In the event of XRF readings below 1.0 mg/cm², Terracon will collect paint chip samples for verification of lead content as it is understood the coatings on the ground storage tank will potentially be disturbed. An American Industrial Hygiene Association (AIHA) accredited laboratory will analyze the bulk paint chip samples utilizing Atomic Absorption Spectrometry (AAS Flame) protocol. Analytical results from paint chip samples will be given precedence over XRF readings.

We estimate that up to three (3) bulk paint chip samples will be collected for analysis. Some isolated damage to tank surfaces where these samples are collected will occur during sampling. Terracon will not be responsible for the paint repair of sampled areas; however, Terracon will attempt to limit such damage to the extent necessary for sample collection.

The LCP inspection will be based on observable and accessible conditions. Terracon cannot guarantee a building or property to be “LBP free” as the possibility exists that LCP materials may be hidden from sight, in inaccessible locations, or the testing combinations that appear homogeneous may not be truly homogeneous.

Results of the sampling and analytical program are intended to give an indication of the presence, amount and condition of paint materials which contain lead.

REPORT

Terracon will prepare one (1) written report describing the sampling methodology and results of the lead survey. The report will describe general observations, the number, type, location of paint samples collected, the analytical results, and the condition of materials identified as lead-containing. No drawings depicting the location and extent of LCP/LBP will be included in the report. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the Client.

SCHEDULE

Terracon is prepared to begin this work upon receipt of an executed copy of the attached Agreement for Services (AFS) and when site access can be arranged and confirmed. The on-site inspection and sample collection will require approximately one (1) working day to complete. The laboratory analysis of the samples will require five (5) additional working days. A verbal report of the analysis results can be provided to the Client upon request, and the completed inspection report will be delivered to the Client within 10 working days following receipt of laboratory analysis results. If a more rapid turnaround is required, please contact us so that we can discuss alternatives to perform the project on an accelerated basis.

PROJECT BUDGET

The project budget is based on our understanding of the SOW as outlined above. All tasks are presented as lump sum charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

- **Lead-Containing Paint Survey (Lump Sum).....\$1,700.00**
(Includes site visit, field time, travel, report, XRF use, and analysis of up to three (3) bulk LCP samples)

Additional samples, if required, will be invoiced at \$15.00 each plus an appropriate quantity of labor at a rate of \$115.00 per hour.

Terracon’s invoice will be submitted to the Client upon completion of the proposed services. If conditions are encountered which requires significant changes in the scope of services, such as an increase in the anticipated number of samples or labor which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

CONDITIONS

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the tank layout such as a scaled architect’s drawing or construction drawing (if available) will be provided to Terracon.

GENERAL COMMENTS

The analysis, comments, and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the Client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be lead free.

This proposal has been prepared for Unitech Consulting Engineers, Inc. The report prepared as part of the services herein shall be for the exclusive use and reliance of Unitech Consulting Engineers, Inc. and shall not be conveyed to third parties without prior written authorization from them and Terracon.

This proposal may be accepted by executing the attached AFS and returning the executed copy along with this proposal to Terracon. The terms, conditions and limitations stated in the AFS and this proposal shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to lead services, our professionals provide environmental, facilities, geotechnical, and material services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com.

If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Carlos Campos

Carlos M. Campos
Project Manager
TDSHS Lead Risk Assessor
Certification No. 2071187
Carlos.Campos@terracon.com

Will DeVeau

Will C. DeVeau
Group Manager
TDSHS Individual Asbestos Consultant
License No. 105734
Will.DeVeau@terracon.com

Attachments: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Unintech Consulting Engineers Inc (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Ware Seguin Ground Storage Tank project (“Project”), as described in Consultant’s Proposal dated 04/22/2025 (“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 \$10,000 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 the 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: Will DeVeau Date: **4/22/2025**
Name/Title: **William C DeVeau / Group Manager**
Address: **6000 Northwest Pkwy Ste 100**
San Antonio, TX 78249-3346
Phone: **(210) 641-2112** Fax: **(210) 558-7894**
Email: **Will.DeVeau@terracon.com**

Client: **Unitech Consulting Engineers Inc**
By: _____ Date: _____
Name/Title: _____
Address: **2431 E Evans Rd**
San Antonio, TX 78259-2755
Phone: _____ Fax: _____
Email: _____