

RESOLUTION 25-R-107

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER WITH UNINTECH CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO THE IH 35 GROUND STORAGE TANK AND PUMP STATION PROJECT.

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for Professional Engineering Design Services related to the IH 35 Ground Storage Tank and Pump Station Project; and

WHEREAS, Unintech Consulting Engineers, Inc., (Unintech) is an approved on-call Engineering Firm for the City of Schertz; and

WHEREAS, pursuant to Section 252.022(a)(4), of the Texas Local Government Code, the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, City staff has determined that Unintech is uniquely qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve a task order for Unintech to provide the necessary professional services for the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a Task Order Agreement in substantially the form set forth in Exhibit A with Unintech Consulting Engineers, Inc. for the IH 35 Ground Storage Tank and Pump Station Project for \$728,068 with a not to exceed amount of \$800,000.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Task Order with Unitech Consulting Engineers, Inc. for the IH 35
Ground Storage Tank and Pump Station Project

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 3 OF 4: TASK ORDER FORM

Prepared by



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TASK ORDER NO. 001

This is Task Order No. ____,
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date] , Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Schertz
c.	Engineer:	Unintech Consulting Engineers, Inc.
d.	Specific Project (title)	IH 35 Ground Storage Tank
e.	Specific Project (description):	Prepare a design services for a proposed 3-million-gallon Ground Storage Tank and pump station to be located adjacent to the IH-35 Elevated Tank site.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	IH 35 Ground Storage Tank
Type and Size of Facility:	3 Million Gallon Ground Storage Tank and pump station
Description of Improvements:	Design a 3 million gallon ground storage tank and pump station at the IH 35 EST tank site. Provide survey and platting services. Provide a design for access.

Task Order.

Expected Construction Start:	December 2026
Prior Studies, Reports, Plans:	
Facility Location(s):	IH 35 Tank Site, Tulip Street, SCHERTZ, TX 78154
Current Specific Project Budget:	TBD
Funding Sources:	TBD
Known Design Standards:	City of Schertz Public Works Design Guide, AASHTO Guide for Design of Pavement Structures 1993 Edition, AWWA,
Known Specific Project Limitations:	Work within Schertz owned property. Site will need 3-phase power. Access may come from development to the south.
Specific Project Assumptions:	Project will include a study phase to site the tank, size the pumps, perform an environmental constraints analysis, and determine platting requirements Project to be located on property owned by the City of Schertz, adjacent to existing IH-35 EST. Property will require platting. Platting will require all weather access to the site. Design will include a local class A road design to the site. Tank will receive water from new transmission main from E Live Oak site. Pump station will fill on-site elevated tank and have capacity to pump to Northcliffe EST. Have back up generator on site. Submittal to TCEQ for review will be provided. Site plan submittal services will be provided
Other Pertinent Information:	Project is not in the Edwards Aquifer Regulated Zones, is not within an area known for environmentally sensitive features, is not located within a FEMA designated flood hazard area. A geotechnical sampling and report will be required. Environmental phase 1 and habitat compliance will be provided. Possibly requires SUE. To be determine during study phase and added as additional services.

Task Order.

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - Exhibit A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order.
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 - 1. **Deliver and obtain Right of Entry to property owners within the limits of the project, but outside of existing right of way, that require access for the engineer or subconsultants.**
 - 2. **Provide easement and right of way acquisition negotiation.**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Preliminary Design Phase	\$ 54,788.00	LUMP SUM
b. Final Design Phase	\$ 308,872.00	LUMP SUM
c. Bid Phase	\$ 214,423.00	LUMP SUM
d. Construction	\$ 24,316.00	LUMP SUM
e. Closeout	\$ 99,143.00	LUMP SUM
2. Resident Project Representative Services*	N/A	N/A
TOTAL COMPENSATION (items 1 and 2)	\$701,542.00	
3. Additional Services under Section 3.D above	\$18,000.00	
**SUE Level B (lump sum) (ROW estimated 1000 lf)	\$18,000.00	LUMP SUM

*Based on an **18-month** continuous construction period.

** Estimated amount. To be verified after extent of services verified by survey

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. **Geotechnical (Terracon)**
- B. **Environmental (Terracon)**
- C. **Electrical Engineering (Cleary Zimmerman)**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)
- E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____
Print Name: _____
Title: _____

ENGINEER:

By: Mark B Hill
Print Name: Mark B Hill, PE
Title: Director and Shareholder

Engineer's License or Firm's
Certificate No. (if required): 94904
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____
Title: _____
Address: _____

E-Mail
Address: _____
Phone: _____
Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark B Hill
Title: Director and Shareholder
Address: 2431 E. Evans Rd
San Antonio, Texas
E-Mail
Address: mhill@unintech.com
Phone: 210-641-6003
Date: 7-24-2025

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

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EXHIBITS TO TASK ORDER

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1.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

- A. Engineer shall:

- 1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) **[List the specific potential solutions to be studied and evaluated here].**
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **two (2)** alternative solutions potentially available to Owner,

unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
 - e. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner’s Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
15. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner’s comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Environmental Constraints Analysis**
 - b. **Aerial drone survey and point cloud acquisition**
 - c. **Electrical Site Investigation**
 - d. **Two options for Tank location**
 - e. **Two options for Access street**
 - f. **Identify permitting**
 17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:
 1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format
 - a. **narrative report with calculations and summary of design decisions as described below**
 - b. **assemblage of preliminary construction plans.**
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
 - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
 - j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
14. Obtain Owner's instructions regarding Owner's procurement of construction services (including ~~instructions regarding advertisements for bids,~~ instructions to bidders, and

requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (~~if other than~~ [modified version of the EJCDC 2018](#) Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
- a. **Topographic Survey: Establish primary control for the length of the project. Provide survey quality level C utility locates, develop an existing conditions model for the width of the anticipated right of way**
 - b. **Roadway Design: Provide typical existing and proposed roadway sections following City of Schertz Design Criteria. Establish a proposed roadway horizontal and vertical profiles. Provide plan and profile for the street at a 1:20 scale on 22"x34" plan sheets. Provide cross sections of the proposed roadway at 50-foot per City design criteria. Provide a summary of driveway improvements.**
 - c. **Drainage Design: Provide a drainage area map and model existing and proposed hydrology per the city design criteria.**
 - d. **Utility Design: Coordinate with non- City maintained utilities located within the construction limits. Provide plans and profiles, as appropriate, for replacement of existing water main and existing sewer main.**
 - e. **Temporary Traffic Control Design: Provide Preliminary plans for construction phasing, traffic control sections and construction phasing layout.**

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
1. First Final Design Phase draft of all Drawings and Specifications.
 - ~~2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.~~
 - 3-2. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:
 - 1) **Texas Department of Licensing and Regulation for ADA Compliance and permitting if the monetary amount of pedestrian improvements exceeds \$50,000.**
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - ~~b. Second draft design review meeting at Owner's office.~~
 - ~~c. [Indicate others as appropriate for the Specific Project].~~
 - ~~d.~~ b. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. **Roadway Design: Provide typical existing and proposed roadway sections following City of Schertz Design Criteria. Establish a proposed roadway horizontal and vertical profiles. Provide plan and profile for the street at a 1:20 scale on 22"x34" plan sheets. Provide cross sections of the proposed roadway at 50-foot per City design criteria. Provide a summary of driveway improvements.**
 - b. **Drainage Design: Provide a drainage area map and model existing and proposed hydrology per the city design criteria.**
 - c. **Utility Design: Coordinate with non- City maintained utilities located within the construction limits. Provide plans and profiles, as appropriate, for replacement of existing water main sewer main.**
 - d. **Temporary Traffic Control Design: Provide Preliminary plans for construction phasing, traffic control sections and construction phasing layout. Provide a traffic detour layout and barricade plan**
 - e. **Pavement Marking Plans: Provide pavement marking plans compliant with local and state standards.**
 - f. **SWPPP- Provide an erosion control plan, narrative, and appropriate details for facilitate the submittal of a Notice of Intent by the contractor.**
 - g. **Provide a tree mitigation plans for the removal of existing trees, as applicable.**

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of

other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. **Owner's procurement website**
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. **none**
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in

Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

- b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Field Office: ~~[Delete or edit as applicable to the Specific Project] Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use. Deleted~~
 3. ~~Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order Deleted.]~~
 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record

version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction

or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
 - 25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - 26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **none**
 - 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

- b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

- a. **Prepare a plan of record based on Contractor redlines approved by the City Inspector.**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared

by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:

Exhibit A—Engineer's Services Under Task Order.

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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- a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit one (1) review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 70 days of Owner’s authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 15 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one (1) copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 7 days of the receipt of Owner’s comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one (1) copy of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 30 days of Owner’s authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 15 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit one (1) copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 30 days of the receipt of Owner’s comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within 15 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner’s submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Task Order Deliverables Schedule.

Exhibits to Task Order. EJDCD® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: One (1) copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and One (1) copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within 15 days of receipt of Owner’s final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit One (1) copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within 5 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.

EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

~~Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:~~

~~1.01—Resident Project Representative~~

- ~~A.—Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.~~
- ~~B.—The RPR will provide full-time representation **[revise if representation will be less than full time].**~~
- ~~C.—Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.~~

~~1.02—Duties and Responsibilities of RPR~~

- ~~A.—The duties and responsibilities of the RPR are as follows:
 - ~~1.—General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
 - ~~2.—Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.~~
 - ~~3.—Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.~~~~

- ~~4.— Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.~~
- ~~5.— Liaison
 - ~~a.— Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.~~
 - ~~b.— Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.~~
 - ~~c.— Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~~~
- ~~6.— Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.~~
- ~~7.— Shop Drawings, Samples, and other Submittals
 - ~~a.— Receive Samples that are furnished at the Site by Contractor.~~
 - ~~b.— Receive Contractor approved Shop Drawings.~~
 - ~~c.— Receive other Submittals from Contractor.~~
 - ~~d.— Record date of receipt of Samples, Contractor approved Shop Drawings, and other Submittals.~~
 - ~~e.— Notify Engineer of availability of Samples for examination, and forward Contractor approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.~~
 - ~~f.— Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.~~~~
- ~~8.— Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.~~
- ~~9.— Review of Work; Defective Work
 - ~~a.— Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,~~~~

~~removed and replaced, or accepted as provided in the Construction Contract Documents.~~

- ~~b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.~~
- ~~c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.~~

~~10. Inspections, Tests, and System Start-ups~~

- ~~a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.~~
- ~~b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~
- ~~d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.~~
- ~~e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.~~
- ~~f. Nothing in this Agreement will be construed to require RPR to conduct inspections.~~

~~11. Records~~

- ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~
- ~~c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.~~

- d. ~~Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- e. ~~Maintain records for use in preparing Project documentation.~~
- f. ~~Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.~~

~~12. Reports~~

- a. ~~Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
- b. ~~Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- c. ~~Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.~~
- d. ~~Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.~~

~~13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~

~~14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~

~~15. Completion~~

- a. ~~Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.~~
- b. ~~Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.~~
- c. ~~Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

~~1.03—Limitations of Authority~~

~~A.—Resident Project Representative shall not:~~

- ~~1.—Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).~~
- ~~2.—Exceed limitations of Engineer's authority as set forth in this Agreement.~~
- ~~3.—Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.~~
- ~~4.—Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.~~
- ~~5.—Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6.—Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.~~
- ~~7.—Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8.—Authorize Owner to occupy the Project in whole or in part.~~

Omitted

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: **IH 35 Ground Storage Tank**
 Prime Consult: **UNINTECH CONSULTING ENGINEERS, INC.**
 Subconsultant:
 Proposal Date **7/28/2025**
 Prepared By: **Mark B Hill, PE**

Project Manger	Project Engineer	EIT	CAD Tech
\$220.00	\$185.00	\$125.00	\$96.00

TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
Study and Report Phase	8	50	82	64	0	\$ 54,788.00
1.01 Project Administration (includes but not limited to invoicing, sub consultants management, document management)	4				4	\$880.00
1.02 Scoping Meeting/Pre development meeting with City Staff		4	4		8	\$1,240.00
1.03 Site Visit		2	2		4	\$620.00
1.04 Coordination with Stakeholder/jurisdictional authorities		2	4		6	\$870.00
1.05 Review any utility mapping and surveys and other utilities documentation		2	2		4	\$620.00
1.06 Preliminary Utility Conflict Matrix		2	4		6	\$870.00
1.07 Identify permitting (platting, site plans, TCEQ) requirements		2	8		10	\$1,370.00
1.08 Develop and Maintain Project Schedules		2			2	\$370.00
1.09 Hydraulic analysis - Preliminary pump sizing		8	16		24	\$3,480.00
1.10 Aerial drone survey and point cloud acquisition					0	\$288.00
1.11 Environmental Constraints Analysis					0	\$8,600.00
1.12 Site Layout (two options for tank site)		8	16	24	48	\$5,784.00
1.13 Off-site street improvements Layout (two options)		8	16	24	48	\$5,784.00
1.14 Electrical Site Investigation						\$4,000.00
1.15 Structural						\$14,496.00
1.16 Prepare Report		8	8	16	32	\$4,016.00
1.17 QA/QC - Internal/3d Party	4				4	\$880.00
1.18 Review Meeting with City (incl. prepare exhibit, minutes)		2	2		4	\$620.00
Preliminary Design	26	256	520	512	0	\$ 308,872.00
2.01 Project Administration (includes but not limited to invoicing, sub consultants management, document management.	8				8	\$1,760.00
2.02 General Stake Holder Coordination (TXDOT, Municipalities, Utilities)		2	8		10	\$1,370.00
2.03 General Environmental Coordination - TCEQ		2	8		10	\$1,370.00
2.04 Design Topographic survey of the tracts with the existing elevated tank					0	\$15,318.00
2.05 Design Topographic survey of the proposed road					0	\$6,590.00
2.06 Boundary Survey and Platting of City Owned property					0	\$5,000.00
2.07 Tree Survey					0	\$3,000.00
2.08 Existing Conditions Model (Planimetrics/Topography)(3 site)		16	40	40	96	\$11,800.00
2.09 Geotechnical Sampling and report (Terracon)						\$30,200.00
2.10 Preliminary Construction Plans - Front End Docs		12	24	24	60	\$7,524.00
2.11 Preliminary Construction Plans - Site Plan		24	48	48	120	\$15,048.00
2.12 Preliminary Construction Plans - Site Pump /Plant Piping		12	48	48	108	\$12,828.00
2.13 Preliminary Constructon Plans - Site Pump Details		8	16	16	40	\$5,016.00
2.14 Preliminary Construction Plans - Site Tank Layout		12	24	48	84	\$9,828.00
2.15 Preliminary Constructon Plans - Site Tank Details		4	8	8	20	\$2,508.00
2.16 Preliminary Construction Plans - Site Detention Pond		8	16	16	40	\$5,016.00
2.17 Preliminary Construction Plans - Site Grading Plans		24	48	48	120	\$15,048.00
2.18 Preliminary Construction Plans - Site SWPPP		4	8	8	20	\$2,508.00
2.19 Preliminary Construction Plans - Traffic Control Plans		4	8	8	20	\$2,508.00
2.20 Preliminary Construction Plans - Street Plans and Profiles		20	40	80	140	\$16,380.00
2.21 Preliminary Construction Plans - Drainage Area Maps		4	16		20	\$2,740.00
2.22 Preliminary Construction Plans - SWPPP - Road		8	16	16	40	\$5,016.00
2.23 Preliminary Construction Plans - Landscape Plans		4	8	16	28	\$3,276.00
2.24 Preliminary Utility Conflict Map/Matrix/SUE Request Map		4	8		12	\$1,740.00
2.25 Preliminary Plat - Engineering		24	40	40	104	\$13,280.00
2.26 Structural Design					0	\$10,912.00
2.27 Electrical Design					0	\$70,620.00
2.28 Design Report - Preliminary Design Phase		16	16		32	\$4,960.00
2.29 Design Report analysis - Hydrology		8	16	16	40	\$5,016.00
2.30 Design Report analysis - Hydraulic - Pump Design		16	16		32	\$4,960.00
2.31 Design Report analysis - Storm Drain/Detention		8	16	16	40	\$5,016.00
2.32 Quantity Take-off and Estimate		8	16	16	40	\$5,016.00
2.33 QA/QC - Internal/3d Party	16				16	\$3,520.00
2.34 Review Meeting with City (incl. prepare exhibit, minutes)	2				4	\$810.00
2.35 Response to City Comments		2	8		10	\$1,370.00
Final Design	28	235	420	476	0	\$ 214,423.00
3.01 Project Administration (includes but not limited to invoicing, sub consultants management, document management.	8				8	\$1,760.00
3.02 General Stake Holder Coordination (TXDOT, Municipalities, Utilities)		1			1	\$185.00
3.03 General Environmental Coordination - TCEQ		1			1	\$185.00
3.04 Final Construction Plans - Front End Docs		4	8	8	20	\$2,508.00

3.05	Final Construction Plans - Site Plan	12	32	48		92	\$10,828.00
3.06	Final Construction Plans - Site Grading	8	16	32		56	\$6,552.00
3.07	Final Construction Plans - Site Tank	8	16	32		56	\$6,552.00
3.08	Final Construction Plans - Site Pump /Plant Piping	40	40	80		160	\$20,080.00
3.09	Final Construction Plans - Site Details	8	16	24		48	\$5,784.00
3.10	Final Construction Plans - Drainage/Detention	8	16	24		48	\$5,784.00
3.11	Final Construction Plans - Site SWPPP	8	16	16		40	\$5,016.00
3.12	Final Construction Plans - Landscape Plans	8	16	16		40	\$5,016.00
3.13	Final Construction Plans - Street Plans and Profiles	40	60	120		220	\$26,420.00
3.14	Final Construction Plans - Drainage Area Maps	4	8			12	\$1,740.00
3.15	Final Construction Plans - SWPPP - Road	8	16	16		40	\$5,016.00
3.16	Finalize Utility Conflict Map/Matrix	1	4			5	\$685.00
3.17	Structural Final Design						\$19,512.00
3.18	Electrical Final Design						\$47,080.00
3.19	Final Design Report	16	24	8		48	\$6,728.00
3.20	Construction Contract Documents - Front End Documents	8	16			24	\$3,480.00
3.21	Construction Contract Documents - Special Provisions	8	24			32	\$4,480.00
3.22	Construction Contract Documents - Special Specifications	8	24			32	\$4,480.00
3.23	Quantity Take-off and Estimate	8	16	16		40	\$5,016.00
3.24	QA/QC - Internal/3d Party	16				16	\$3,520.00
3.25	Response to Owner Comments	8	16	16		40	\$5,016.00
3.26	Public Meeting and Exhibits	2	2			4	\$810.00
3.27	TXDOT Permits	4	8			12	\$1,740.00
3.28	TCEQ Permits	4	8			12	\$1,740.00
3.29	City Platting Final Plat	2	10	20	20	52	\$6,710.00
Bid Phase		9	40	48	16	0	\$ 24,316.00
4.01	Finalize Constructability Issues	2	8	16	16	42	\$5,456.00
4.02	Final Construction Contract Documents/Plans		4	8		12	\$1,740.00
4.03	Submit 100% Plans/ Signed and Sealed	1	2			3	\$590.00
4.04	Participate in Pre-Bid Meeting	2	2			4	\$810.00
4.05	Respond to Contractor Questions	2	8	8		18	\$2,920.00
4.06	Prepare and Distribute Necessary Addenda	2	8			10	\$1,920.00
4.07	Prepare Bid Tabulation and Letter of Recommendation		8	16		24	\$3,480.00
4.08	Electrical - response to RFI, attend meetings					0	\$7,400.00
Construction Phase		3	133	204	0	0	\$ 99,143.00
5.01	Participate in Pre-Con meeting	3	3			6	\$1,215.00
5.02	Survey - Reestablish Project Control Points for Contractor Prior to Construction					0	\$1,932.00
5.03	Survey - Establish 100-ft offset stakes for Access Road					0	\$2,898.00
5.04	Review Shop Drawings		24	24		48	\$7,440.00
5.05	Review Contractor Pay Estimates		18	36		54	\$7,830.00
5.06	Respond to RFI's (assumed 4)		8	16		24	\$3,480.00
5.07	Review / Negotiate Change Orders (assumed 2)		8	16		24	\$3,480.00
5.08	Project Site Visits and Reports (Minimum One Per Month)(Assumed 18months)		40	80		120	\$17,400.00
5.09	Participate in Construction Progress Meetings and Prepare Meeting Minutes		24	24		48	\$7,440.00
5.10	Final Walkthrough and Punchlist Review		8	8		16	\$2,480.00
5.11	Structural						\$15,448.00
5.12	Electrical						\$28,100.00
Project Closeout		2	20	16	0	0	\$ 8,526.00
6.01	Asbuilt Survey - set monitoring control and BM					0	\$1,900.00
6.01	Prepare Record Drawings/O&M	2	16	16		36	\$5,886.00
6.02	Anniversary site visit with Owner		4			4	\$740.00
TOTAL BASE FEE		76	734	1290	1068	0	\$710,068.00
Additional Services		0	0	0	0	0	\$ 18,000.00
7.01	**SUE Level B (lump sum) (ROW estimated 1000 lf)						\$18,000.00
TOTAL BASE FEE + ADDITIONAL SERVICES		76	734	1290	1068	0	\$728,068.00

PROFESSIONAL SERVICES FEE BREAKDOWN FOR

ITEM NO.	Project Name: Corbett Ground Storage Tank Date: 7/25/2025 Prepared by David Peralta, P.E. for City of Schertz		No. Sheets	Principal	Project Manager	Project Engineer	EIT	Technical CADD	Task Budget
			\$ 297.00	\$ 220.00	\$ 185.00	\$ 125.00	\$ 114.00		
TASK			Sheets	HOURS					TOTAL
Task 1	Study Phase		6	6	13	19	27	26	\$ 14,496.00
			6	6	13	19	27	26	\$ 14,496.00
1.00 s	Project Kick-off Meeting		/	2	2	2			\$ 1,404.00
1.10 s	General notes, index, special inspections		2		3	5	7	10	\$ 3,600.00
1.20 s	Foundation Studies, Geotechnical report review		/		2	4	8		\$ 2,180.00
1.30 s	Generator, Pump St, Canopy Foundation Layouts		3		4	5	7	9	\$ 3,706.00
1.40 s	Foundation Details		1		2	3	5	7	\$ 2,418.00
1.50 s									\$ -
1.60 s									\$ -
1.70 s									\$ -
1.80 s									\$ -
1.90 s									\$ -
	QA / QC		/	4					\$ 1,188.00
									\$ -
END	END								\$ -
Task 2	Preliminary Design Phase		6	4	9	13	19	26	\$ 10,912.00
2.1	General notes, index, special inspections		2		3	5	7	10	\$ 3,600.00
2.2	Generator, Pump St, Canopy Foundation Layouts		3		4	5	7	9	\$ 3,706.00
2.3	Foundation Details		1		2	3	5	7	\$ 2,418.00
2.4									\$ -
2.5									\$ -
2.6									\$ -
2.7									\$ -
2.8									\$ -
2.9	QA / QC		/	4					\$ 1,188.00
x									\$ -
END	END								\$ -
Task 3	Final Design Phase		6	4	21	29	43	26	\$ 19,512.00
3.10 w	General notes, index, special inspections (3)		2		3	5	7	10	\$ 3,600.00
3.20 w	Generator, Pump St, Canopy Foundation Layouts		3		4	5	7	9	\$ 3,706.00
3.30 w	Foundation Details		1		2	3	5	7	\$ 2,418.00
3.40 w	Design Review of Ground Storage Tank		/		12	16	24		\$ 8,600.00
3.50 w									\$ -
3.60 w									\$ -
3.70 w									\$ -
3.80 w									\$ -
3.90 w	QA / QC		/	4					\$ 1,188.00
x									\$ -
END	END								\$ -
Task 4	100% - Bid Phase		0	0	0	0	0	0	\$ -
4.10 s			0	0	0	0	0	0	\$ -
4.20 s			/						\$ -
4.30 s			/						\$ -
4.40 s			/						\$ -
4.80 s			/						\$ -
END	END								\$ -
Task 5	Construction Phase		0	0	7	34	50	12	\$ 15,448.00
5.10 s	Conformed Documents (Structural)		0	0	7	34	50	12	\$ 15,448.00
5.20 s	Review Submittals		/		2	4	8	12	\$ 3,548.00
5.30 s	Respond Request for Information (RFI)		/		1	4	4		\$ 1,460.00
5.40 s	Review requests for proposals / change orders		/		1	6	6		\$ 2,080.00
5.50 s	Project site visits & reports		/			16	16		\$ 4,960.00
5.60 s	Substantial / Final Walkthrough & Punchlist review		/		3				\$ 660.00
5.70 s									\$ -
5.80 s									\$ -
x	Close Out Phase		0	0	0	0	0	0	\$ -
x			0	0	0	0	0	0	\$ -
END	END								\$ -
Supplemental Services			0	0	0	0	0	0	\$ -
SUB-TOTAL			/	6	20	53	77	38	\$ 60,368.00
TIME & MATERIALS MAX. NOT TO EXCEED			/	6	20	53	77	38	\$ 60,368.00

Proposal for Engineering Services

07/28/2025

Mr. Mark B. Hill, PE
Director/Share Holder, Civil Division
Unitech Consulting Engineers, Inc.
2431 E. Evans Road
San Antonio, Texas 78259

Mr. Hill,

As a registered professional engineering firm with licensed professional engineers who are proficient in their practices, CLEARY ZIMMERMANN ENGINEERS, LLC ("CZ") hereby proposes to serve as your creative engineering partner for your building project. The details of your project as we understand them are described hereafter (the "Project"), as well as the services we will provide as a consultant for the Project.

Project Details

Project Name

City of Schertz GST and Pump Station

Construction Budget

N/A

Project Location

2320 Tulip St.
Schertz, TX 78108

Assessment Period / Schedule

TBD

Construction Period

N/A

Scope of Work

The project scope is understood to consist of design for electrical study, power company coordination, instrumentation, controls, SCADA and Communication for a new GST and pump station serving the City of Schertz, Texas. The scope of work above includes the following detailed items:

- Preliminary investigative study.
- New electric service and respective coordination with utility.
- Electrical, controls and instrumentation for a ground storage tank and pump station including 2-150 hp pumps.
- SCADA design for system.
- Emergency generator capable of running pumps and ancillary facility devices meeting current ISO standards.
- Complete security system as required by owner including cameras, access control gate and building.
- Radio Path Study (Paper and Physical Study) at both sending and receiving locations, if required.

- Area Lighting.

Basic Services

Design

CZ shall provide design as listed in the Scope of Work section above.

Meetings

Four (4) meetings (in-person or teleconference) are included. The first meeting is intended to review the study with the owner. The remaining three (3) meetings are intended to coincide with interim design reviews, but may be utilized for review, coordination, budgeting, or any other assessment phase purpose.

Any other additional meetings will be billed on an hourly basis per the Hourly Rate Schedule.

Deliverables

One (1) set of preliminary documents at 30% and 60% and 100; and one (1) set of sealed drawings and specifications upon completion. One (1) set of record drawings generated from contractor redline drawings.

All deliverables will be in digital PDF format.

Construction Administration

Submittals and Supplemental Information

During construction of the project, CZ will review the contractor's material and equipment submittals and provide compliance comments; review and respond to RFI's; and prepare ASI's when necessary.

Site Visits

Four (4) project site visits are included for your use. Upon written request, CZ shall visit the project site to observe the construction progress as compared to the contract schedule, and to make a general assessment of performance as compared to the requirements in the construction documents. Findings will be documented in a written Field Report and submitted to your team.

- Visits to observe and assess conditions prior to permanent concealment (burial, concrete placement, wall cavities, hard ceilings) will be coincident to Regular Site Visits; if additional, separately-scheduled standalone visits are necessary, such visits will be billed on an hourly basis per the Hourly Rate Schedule.

Construction meetings will be coincident to Regular Site Visits; if additional separately-scheduled standalone meetings are necessary, such meetings will be billed on an hourly basis per the Hourly Rate Schedule.

Compensation for Services

Fees

CZ's compensation for performing the services described herein will be on a flat, lump-sum basis by task as follows:

BASIC SERVICES	FEE
Investigative Study	\$4,000
Preliminary Design	\$70,620
Final Design	\$47,080
Bidding	\$7,400
Construction Administration	\$28,100

Invoice Progression

Unless otherwise noted, CZ will invoice for services rendered per the following schedule:

SERVICES	SCHEDULE
Study Phase	Upon completion of each Deliverable milestone
Design Phase	Upon completion of each Deliverable milestone
Construction Administration	20% upon completion of each Field Report delivered

Services Not Included

Database creation	Design associated with identified deficiencies
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Agreement

Excluding any services with strikethrough and initials in the Fees paragraph, I hereby accept this proposal and enter into a binding agreement with CZ comprised of this Proposal for Engineering Services, the attached Exhibit A, Hourly Rate Schedule, and the attached Exhibit B, Terms and Conditions.

Respectfully submitted,



CONNER B. STURDIVANT, PE, PENG
SENIOR ENGINEER
CLEARY ZIMMERMANN ENGINEERS, LLC

By: _____

MARK B. HILL, PE (Date)
DIRECTOR/SHAREHOLDER, CIVIL DIVISION
UNITECH CONSULTING ENGINEERS, INC

Exhibit A – 2025 Hourly Rate Schedule

Division		Rate
Design	Principal	\$305
	Electrical Engineer	\$235
	Mechanical Engineer	\$230
	Mechanical Designer	\$185
	Electrical Designer	\$195
	Plumbing Designer	\$180
	Technology Designer	\$185
	Construction Inspector	\$180
	Modeling Technician	\$145
Commissioning	Principal	\$305
	Project Manager	\$215
	Mechanical Engineer	\$230
	Electrical Engineer	\$235
	Field Technician	\$180
Administration	Clerical	\$125
	Accounting	\$185
Expenses	Cost plus 10% unless otherwise noted	
*Rates are subject to annual review.		

Exhibit B - Terms and Conditions

Work Authorization. Work will commence upon receipt of the executed Proposal for Engineering Services, or upon written direction to proceed with any of the proposed services and with such authorization, Client agrees without limitation to all provisions, terms, and conditions of the Proposal for Engineering Services.

Invoicing and Payments. CZ may invoice Client for services and reimbursable expenses monthly, at minimum, based on work progress or on a schedule that is congruent with design submissions. Client shall make payment in full within ten days of receipt of payment from the owner in a prime/consultant arrangement (pay when paid), or within thirty days if CZ is contracted directly with the project owner. Balances outstanding for forty-five (45) days or longer will be subject to a fee due to CZ of one percent per month.

Liability Limitation. The total liability CZ and its subconsultants bears to Client for any and all injuries, claims, losses, expenses or damages whatsoever from cause or causes, including negligence, errors or omissions, will not exceed the total compensation to CZ; and CZ will not be liable in any event for special, punitive, incidental, or consequential damages.

Document Ownership. Drawings and documents produced in any form, to include printed or digital media, are instruments of service and are the property of CZ; such instruments of service will not be changed, altered or used for any purpose beyond the scope of this project without written consent from CZ. Client agrees to indemnify CZ, its employees and subconsultants from all claims, damages, and losses arising from unauthorized use.

Cost Estimates. Any construction cost estimate prepared by CZ is based on CZ's professional judgement and experience and is intended to provide an order of magnitude frame of reference. CZ does not warrant that any such cost estimate will not vary from actual market conditions.

Construction Administration. Compensation for construction administration services applies to construction that is continuous, uninterrupted, and performed in reasonable time with the same contractor and subcontractors. CZ will be due additional compensation if construction stops and demobilizes, and later starts again; or if the contractor or a subcontractor is replaced.

Submittals. Failure of Client to provide equipment and material submittals for review in a timely manner, to notify

CZ of progress, or to request periodic inspections or site visits will not relieve Client of the payment obligation for construction administration services.

Professional Credit. CZ has the right to include representations of the project design, including exterior and interior photographs, functional details, and the name of the owner in CZ's marketing materials, including our website, promotional materials, and professional publications.

Successors and Assigns. Neither CZ nor the Client will assign this Agreement or any right or cause of action arising out of this Agreement or the performance of obligations hereunder without the written consent of the other.

Termination. This Agreement, in whole or in part, may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. Client shall compensate CZ for services performed and reimbursable expenses incurred prior to the termination date.

Site Visits. Site visits to the project site may be performed by a licensed engineer or by a person with relevant experience in the construction of trades being observed.

Entire Agreement. This Agreement, including exhibits and amendments, contains the entire agreement between Client and CZ as it pertains to this project. No oral statements or other prior written correspondence will be of any force or effect. This Agreement may only be amended in writing by both Client and CZ.

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision will be severable, and all remaining provisions will remain in full force and effect.

Governing Law. This Agreement shall be governed by the laws of the State of Texas and the venue for any action under this agreement shall be in the County of Bexar.

No Warranty. CZ makes no warranty, expressed or implied, for opinions, tests, recommendations, professional advice, plans, specifications, or designs. CZ has endeavored to perform services in a manner consistent with practices common to the practice of professional engineers in the same locality, of the same nature, and under similar circumstances. CZ, nor any of CZ's employees or subconsultants have any fiduciary responsibility to Client.



6000 Northwest Parkway, Suite 100
San Antonio, TX 78249
P (210) 641-2112
Terracon.com

July 9, 2025

Unitech Consulting Engineers Inc
2431 E Evans Rd
San Antonio TX, 78259

Attn: Mr. Mark Hill, Director

RE: Proposal for Geotechnical Engineering Services
Ground Storage Tank – City of Schertz
Holly Lane and Tulip Street
Schertz, Texas
Terracon Proposal No. P90255207

Dear Mr. Hill:

We appreciate the opportunity to submit this proposal to Unitech Consulting Engineers Inc to provide Geotechnical Engineering services for the above-mentioned project. The following are exhibits of the proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our fee to perform the scope of services described in this proposal is in Exhibit C. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and emailing a copy of the attached Agreement for Services. We appreciate the opportunity to provide this proposal.

Sincerely,

Terracon

(Firm Registration No. F3272)

Shasanka Dutta, P.E.
Senior Engineer

Arin Barkataki, P.E.
Principal

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 Ground Storage Tank - City of Schertz project (“Project”), as described in Consultant’s Proposal dated 07/09/2025 (“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 \$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 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 Texas 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:  Date: **7/9/2025**

Name/Title: **Arin Barkataki / Department Manager III**

Address: **6000 Northwest Pkwy Ste 100
San Antonio, TX 78249-3346**

Phone: **(210) 641-2112** Fax: **(210) 641-2124**

Email: **Arin.Barkataki@terracon.com**

Client: **Unitech Consulting Engineers Inc**

By: _____ Date: _____

Name/Title: **K.W. Chan / Vice President/ Shareholder**

Address: **2431 E Evans Rd
San Antonio, TX 78259-2755**

Phone: **(210) 641-6003** Fax: _____

Email: **kchan@unitech.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by client and the expected subsurface conditions as described below. We request the client/design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	We have been provided with the relevant information by Mr. Mark Hill, PE of Unintech Consulting Engineers, Inc., via an email dated July 1, 2025.
Project Description	<p>Based on the information provided to Terracon, the proposed development involves the design and construction of a pre-stressed, wire-wound concrete ground storage tank, approximately 100 feet in diameter, with a capacity of 3.0 million gallons. The tank will be founded on a slab supported by deep foundations, such as drilled piers.</p> <p>A pump station is planned to the east of the tank, with an estimated footprint of 900 square feet. Additionally, a separate structure is proposed to house the switchgear. An access road is also included in the site development plan.</p>
Construction	Pre-stressed, wire-wound, concrete, ground storage tank
Finished Floor Elevation (FFE)	Unknown. It is anticipated that minor grading will be required under the storage tank and pump station footprints
Maximum Loads	It is anticipated that the load around the perimeter tank will be on the order of 20 to 25 kips per linear foot.
Below-Grade Structures	No below grade walls are expected to be constructed.
Free-Standing Retaining Walls	No retaining walls are expected to be constructed.
Pavements	An access road is expected to be constructed.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the intersection of Holly Lane and Tulip Street in Schertz, Texas.
Existing Improvements	None.
Current Ground Cover	Based on aerial imagery, part of the site is wooded and will need limited clearing for equipment access.
Existing Topography	Based on Google Earth, the site is relatively level with an average elevation of EL.886 feet.
Site Access	We assume that the boring locations will be accessible with our truck-mounted drilling equipment and support vehicles.
Anticipated Subsurface Conditions	Based on the geologic formation and our experience with projects near this location, we anticipate the subsurface soils to consist of fat clay underlain by lean clay, Marl and Chalk.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on our experience with similar projects and requests from the client, the following field exploration is planned:

Borings	Planned Boring Depth (feet)	Planned Location (See Exhibit E Anticipated Exploration Plan)
1 (B-1)	60	Tank Center
4 (B-2 through B-5)	30	Tank Perimeter
1 (B-6)	20	Pump Station
1 (B-7)	20	Switchgear House
3 (B-8 through B-10)	10	Access Road

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-5 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet and at intervals of 5 feet thereafter. Soil sampling will be performed using split-barrel sampling procedures. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration will be recorded as the Standard Penetration Test (SPT) resistance value. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs will include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring

logs, prepared from field logs, will represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings after completion. Our services do not include repairing the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole or hauled off as needed. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority. We understand that the client will provide appropriate information such as drawings, photographs and contact personnel to enable our field representatives to evaluate and determine the proper measures to take for clearing underground facilities at the boring locations. We will perform a due diligence effort with regards to this issue but cannot be responsible for damage/repairs related to encountering unknown underground utilities during our field activities.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities. Since part of the site has an elevated storage tank with underground piping, Terracon will hire a private utility locator to clear the boring locations.

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.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

A portion of the site appears to be heavily wooded. If the client/owner is unable to facilitate clearing a path for drill rig access, Terracon will hire a subcontractor to perform the necessary clearing.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Passing No. 200 Sieve
- Moisture Content Measurements
- Atterberg Limits
- Sulfate Test
- Consolidation Test
- Unconsolidated Undrained Test for suitable Shelby tube samples
- Standard Proctor
- California Bearing Ratio (CBR)
- Lime Series (Lime-pH and Lime PI) for fat clay soils if encountered in access road

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a Geotechnical Engineering Report will be prepared under the supervision of a licensed professional engineer. The Geotechnical Engineering Report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil/rock classification
- Groundwater levels observed during and after the completion of drilling
- Site and Boring location plans

Proposal for Geotechnical Engineering Services

Ground Storage Tank – City of Schertz | Schertz, Texas

July 9, 2025 | Terracon Proposal No. P90255207



- Subsurface exploration procedures
- Description of subsurface conditions
- Potential Vertical Rise (PVR)
- Subgrade preparation/earthwork recommendations including fill material types and compaction requirements
- Pad preparation for pad to achieve 1" PVR
- Recommended shallow foundation and drilled pier foundation design parameters
- LPILE parameters for drilled piers
- Estimated settlement of foundations
- Seismic site classification
- Access road recommendations for gravel and asphalt

In addition to an emailed report, your project will also be delivered using our client portal, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table.

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$22,500
Private Utility Locates	\$1,700
Limited Tree Clearing including coordination (Expected to take 1.5 days @ \$4,000 per day. Will be billed for the actual number of days needed to do the clearing)	\$6,000

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	5 days after notice to proceed
Field Exploration	7 days after utility clearance
Laboratory Testing	15 days after field exploration
Geotechnical Engineering	7 days after completion of laboratory testing

Delivery on Compass

Schedule ^{1, 2}

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location and Nearby Geotechnical Data

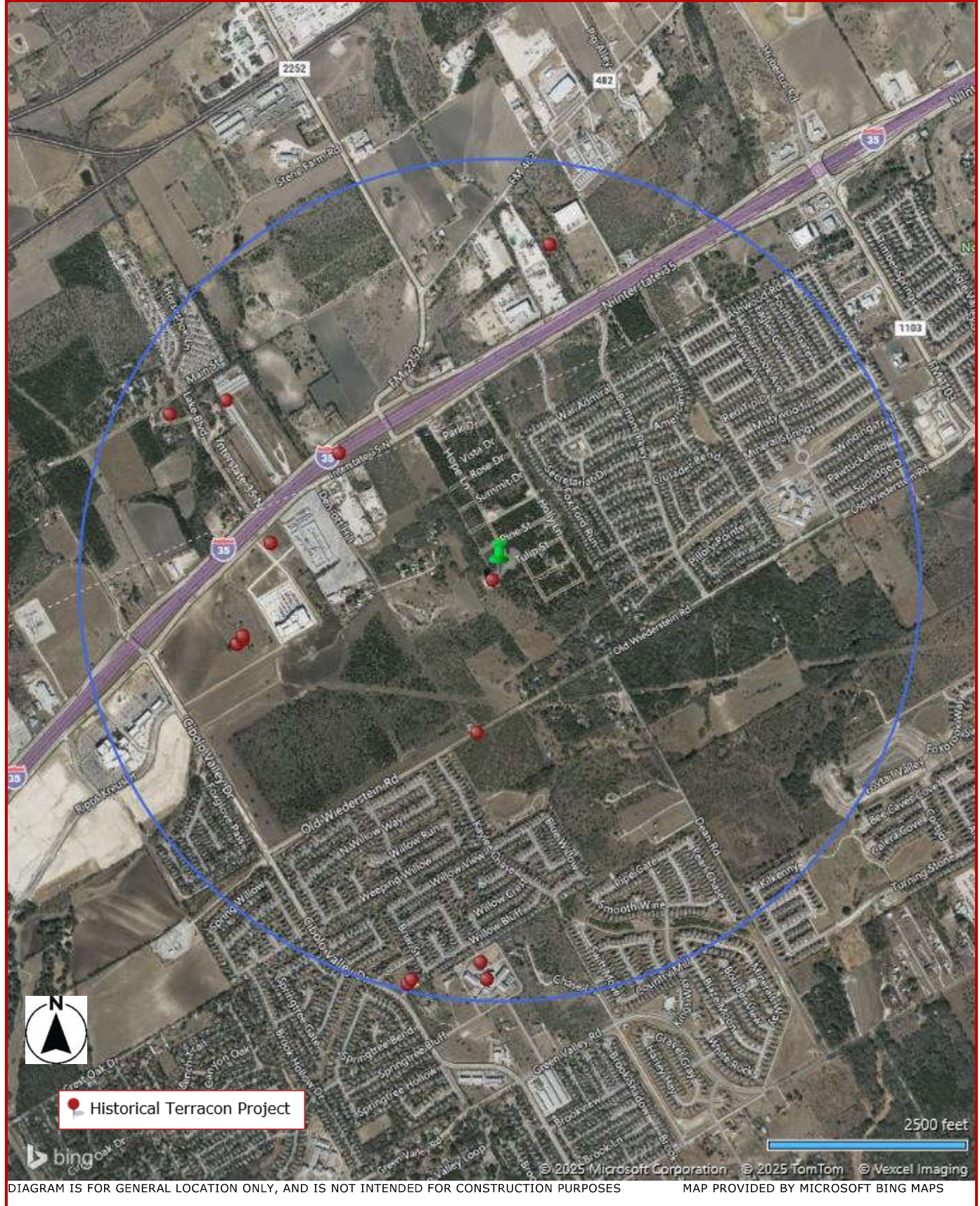


Exhibit E - Anticipated Exploration Plan (Access Road)

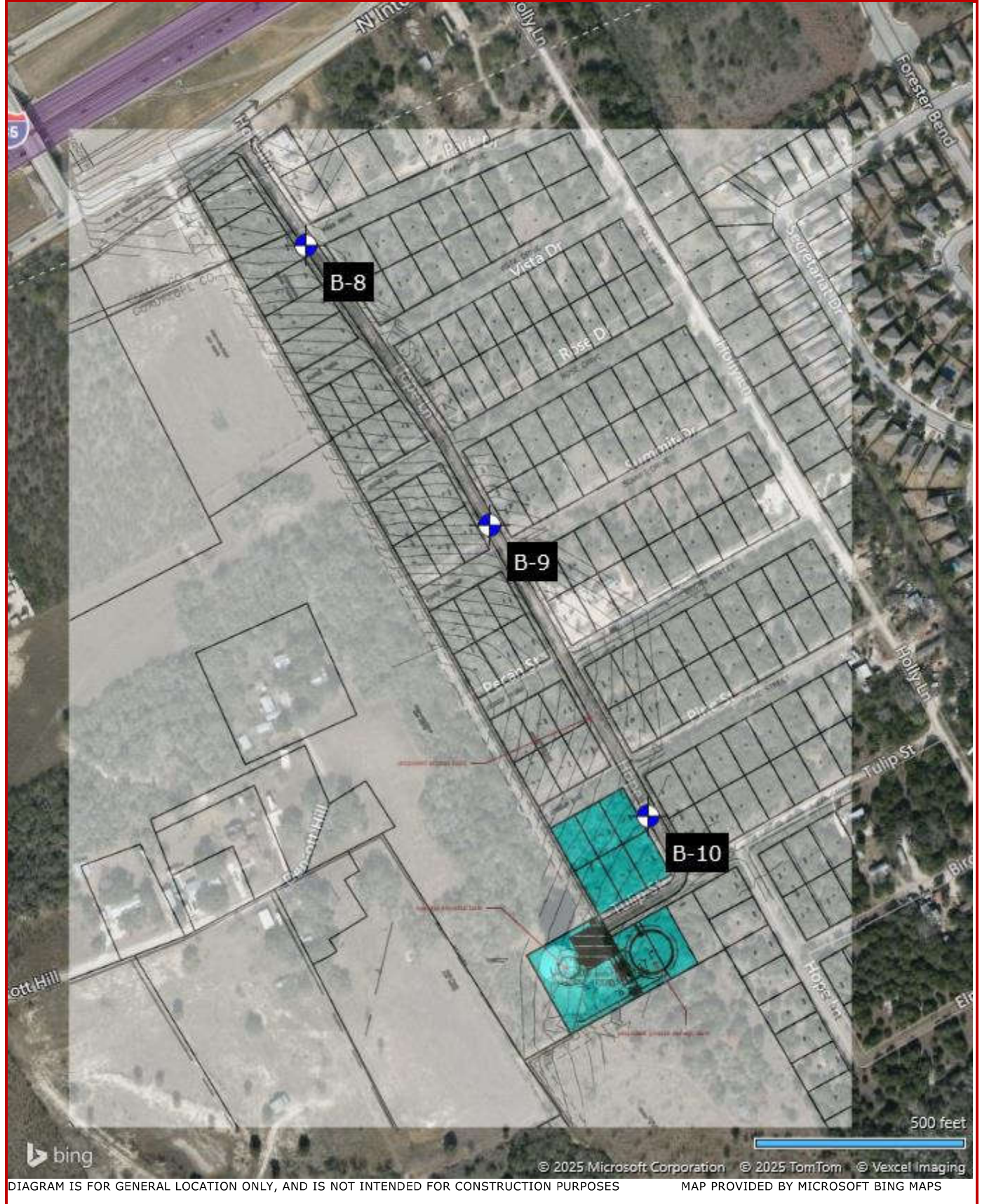
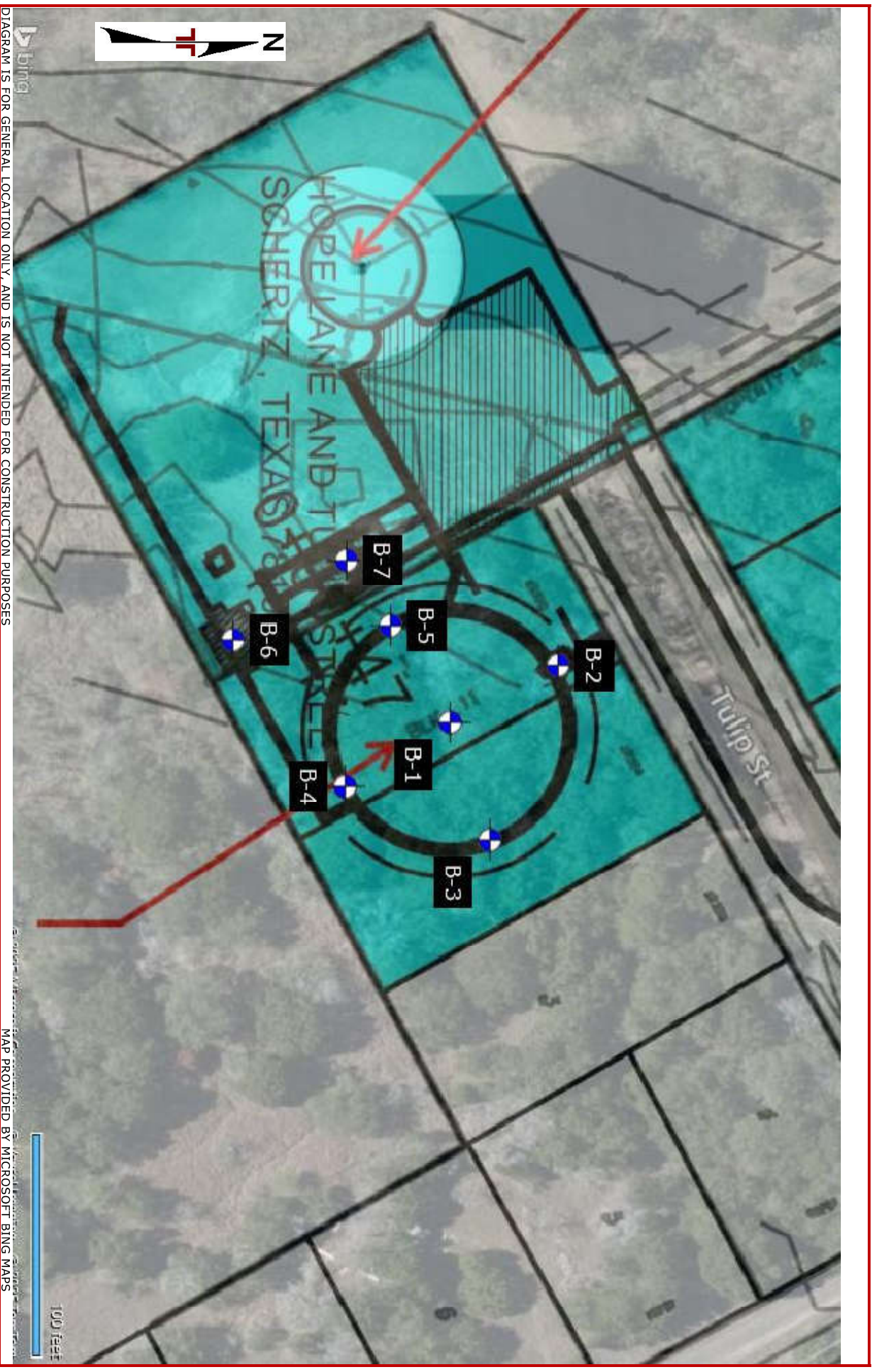


Exhibit E - Anticipated Exploration Plan (Tank and Pump Station)





6000 Northwest Pkwy Ste 100
 San Antonio, TX 78249-3346
P 210-641-2112
F 210-641-2124
Terracon.com

July 7, 2025

Unintech Consulting Engineers, Inc.
 2431 E Evans Road
 San Antonio, Texas 78259-2755

Attn: Mr. Mark B Hill, P.E.
 Director/Share Holder, Civil Division
 P: (210) 641-6003 x 1414
 E: mhill@unintech.com

RE: Proposal for Environmental Services
 City of Schertz IH 35 Ground Storage Tank
 IH 35 and Hope Lane and Tulip Street
 Schertz, Guadalupe County, Texas
 Terracon Proposal No. P90257361

Dear Mr. Hill:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Unintech Consulting Engineers, Inc. (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced subject property (hereinafter known as the "site"). We understand the site consists of nine contiguous tracts of land totaling approximately 2.58-acres located near IH 35 on Hope Lane and Tulip Street in Schertz, Guadalupe County, Texas. According to the Guadalupe County Appraisal District (GCAD) website, all properties remain undeveloped with the exception of a water tank constructed on the southernmost property.

<p>Scope of Services <i>(see Section 2.0 of attached proposal detail)</i></p>	<p>Task 1: Phase I ESA consistent with ASTM E1527-21</p> <ul style="list-style-type: none"> ■ Chain of Title/Environmental Lien/AUL Search is not included in this fee. <p>Task 2: Waters of the United States (WOTUS) Desktop Assessment Task 3: Protected Species Desktop Assessment</p>
<p>Schedule <i>(see Section 2.4 of attached proposal detail)</i></p>	<p>Task 1: Phase I ESA – 15 business days from written notice to proceed Task 2: Waters of the United States (WOTUS) Desktop Assessment – 20 business days from written notice to proceed Task 3: Protected Species Habitat Desktop Assessment – 20 business days from written notice to proceed</p>



Compensation	Task	Fee
	Task 1: Phase I ESA	\$2,800
	Task 2: Waters of the United States (WOTUS) Desktop Assessment	\$2,800
	Task 3: Protected Species Habitat Desktop Assessment	\$3,000

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and *ASTM E1527-21* User Questionnaire attached to this proposal to our San Antonio office. **Please provide site contact information with the signed agreement.** The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Nicole J. Martinez
Senior Administrative Staff

Dawn McCurry
Senior Environmental Scientist

Attachments: ASTM E1527-21 User Questionnaire
Detailed Scope of Services
Agreement for Services

ASTM E1527-21 User Questionnaire

Date Completed	
Person Completing Questionnaire	Name: _____ Phone: _____ Company: _____ Email: _____
Site Name	City of Schertz IH 35 Ground Storage Tank
Site Address	IH 35, Hope Lane and Tulip Street, Schertz, Guadalupe County, Texas
Point of Contact for Access	Name: _____ Phone: _____ Company: _____ Email: _____
Access Restrictions or Special Site Requirements?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)
Confidentiality Requirements?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)
Current Site Owner	Name: _____ Phone: _____ Company: _____ Email: _____
Current Site Operator	Name: _____ Phone: _____ Company: _____ Email: _____
Reasons for ESA (e.g., financing, acquisition, lease, etc.)	
Anticipated Future Site Use	
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.
ASTM User Questionnaire	
<p>To qualify for one of the <i>Landowner Liability Protections (LLPs)</i> offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "<i>Brownfields Amendments</i>"), the user must respond to the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The <i>user</i> should provide the following information to the <i>environmental professional</i>. Failure to conduct these inquiries could result in a determination that "<i>all appropriate inquiries</i>" is not complete.</p>	
<p>1) Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.25)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>	
<p>2) Did a search of land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.26)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>	
<p>3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>	
<p>4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable (If yes or Not applicable, explain below)</p>	
<p>5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? For example, (a.) Do you know the past uses of the site? (b.) Do you know of specific chemicals that are present or once were present at the site? (c.) Do you know of spills or other chemical releases that have taken place at the site? (d.) Do you know of any environmental cleanups that have taken place at the site? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>	
<p>6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of releases at the site (40 CFR 312.31)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>	
<p><u>Comments or explanations:</u></p>	

Please return this form with the signed authorization to proceed.

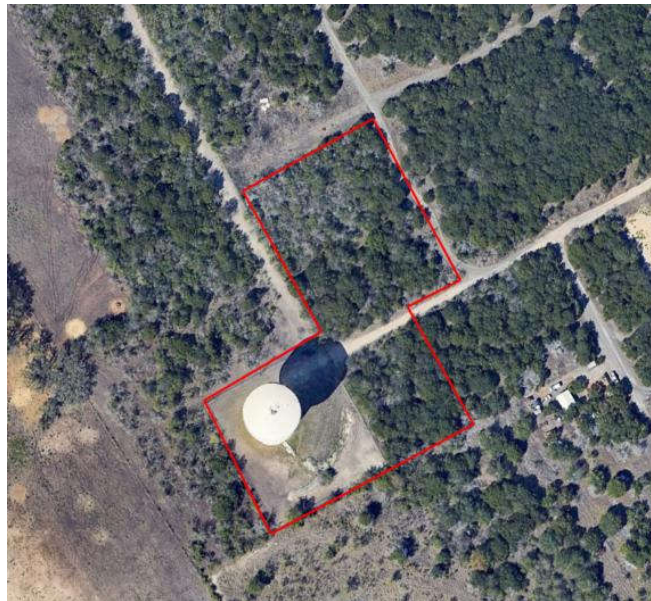
Proposal No. P90257361

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site consists of nine contiguous tracts of land totaling approximately 2.58-acres located near IH 35 on Hope Lane and Tulip Street in Schertz, Guadalupe County, Texas (see Figure 1 below for approximate site boundaries). According to the Guadalupe County Appraisal District (GCAD) website, all properties remain undeveloped with the exception of a water tank constructed on the southernmost property. We further understand that the anticipated future use of the site is the construction of a ground storage tank, pump station and pump house. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Figure 1



2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

RECs are defined by ASTM E1527-21 as “(1) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*.” This ESA includes consideration of the movement of hazardous substances and petroleum products in any form, including migration of vapor in the subsurface. A *de minimis* condition is not a REC.

Review of Per- and Polyfluoroalkyl Substances (PFAS)

There are a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are considered emerging contaminants of concern due to their mobility and longevity in the environment. PFAS have been used in many products, including but not limited to fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. On July 8, 2024, US EPA designated two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), including their salts and structural isomers, as hazardous substances under CERCLA; accordingly, PFOA and PFOS will be evaluated within the scope of E1527-21.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:

- Property tax file information
- Building department records
- Prior environmental reports, permits and registrations; or geotechnical report, if provided by the client.
- Site title search information, if provided by client
- Environmental liens, if provided by client
- Zoning records

Pursuant to ASTM E1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. Note that for ASTM E1527-21, title search information reports shall review *land title records* for documents recorded between 1980 and the present for purposes of environmental liens and activity and use limitations. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review, including client-provided reports and files. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Features, activities, uses, and conditions of the site relevant to identifying *RECs*

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

Additional Services Not Included

The following services, although not specifically required by ASTM E1527-21, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Radon Records Review
- Lead in Drinking Water Records Review
- Historic Properties/Archaeological Resources Review
- ASTM E 2600-22 Vapor Encroachment Screen
- Regulatory Agency File Review

If the site is intended for future development, Terracon can also provide proposals for geotechnical investigations, geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

2.2 Waters of the United States (WOTUS) Desktop Assessment

This desktop review will assist Terracon in preliminarily identifying the potential presence of drainage ways, streams, rivers, wetlands, ponds, and other aquatic features with the potential to be regulated as Waters of the U.S. (WOTUS) under Section 404 of the Clean Water Act (33CFR §320-330). Terracon will conduct background research that will consist of reviewing previous Terracon reports (if any), aerial imagery, historical topographic maps, LiDAR, plant species data, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related, readily available data necessary for the desktop review of site conditions. In addition to GIS sources, Terracon will investigate the presence and/or availability of prior investigations at the property. If prior investigations are identified, findings will be discussed in the desktop review.

This desktop review will assist in identifying potential aquatic resources and drainage patterns on the proposed study area. Terracon will review this background information to make a preliminary determination based on Terracon's opinions and experiences of the areas that could potentially be categorized as WOTUS and areas that may not be subject to regulation under Section 404. A brief report will be produced documenting the findings from the review.

Task-Specific Limitations and Considerations

Terracon understands the Client is seeking an evaluation of the aquatic features within the provided site boundary (Figure 1) in accordance with current regulations. It should be noted that aquatic resources are constantly evolving systems. The scope of this desktop WOTUS review as proposed herein, effects of man-made disturbances and/or temporal variations (e.g., rainfall, season, drought), and or subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions, and recommendations. Additionally, USACE and Environmental Protection Agency (EPA) regulations and guidance under Section 404 is continually evolving subject to court decisions, rule changes, and Executive Orders. Terracon intends to conduct the preliminary jurisdictional assessment under the most up-to-date regulatory guidance information; however, unanticipated changes in regulatory guidance resulting from additional court decisions, orders, etc. could be encountered and may necessitate additional scopes of work and fees not included herein.

This scope of work does not include an effort to inform, confirm, coordinate, or otherwise communicate Terracon’s findings with the USACE, Environmental Protection Agency, or other regulatory agencies.

2.3 Protected Species Habitat Desktop Assessment

To provide the information necessary to demonstrate compliance with the Endangered Species Act (ESA) and applicable state and local regulations, Terracon proposes to conduct a Protected Species Habitat Desktop Assessment. Qualified biologists will conduct a comprehensive desktop review of best available data to evaluate the presence (both historically and contemporarily) of potentially suitable habitat for threatened and endangered species (including migratory bird, bat, and plant species) in the study area. The review will be conducted within the context of the specific study area and will include an assessment at the state, county, and local (i.e., United States Geological Survey (USGS) quadrangle) scale. The review may utilize data from the following:

- USFWS Information for Planning and Consultation (IPaC) database
- The USFWS critical habitat database and aerial imagery from multiple public sources
- Texas Parks and Wildlife Department (TPWD) Natural Diversity Database
- TPWD Annotated County lists of Rare Species
- TPWD Ecological Mapping System of Texas (EMST)
- USGS land cover database
- Other readily available geographic information systems (GIS) data and species databases

To document the findings on the desktop review, Terracon will produce a desktop report that will include an assessment of the potential effect on listed species will be made in

consideration of the presence of suitable habitat (based on the desktop review), the likelihood for listed species to make use of suitable habitat, the likelihood for listed species to be present on the site as evidenced by online resources, and/or the likelihood for potential project effects on listed species. Suitable avoidance and minimization measures to minimize adverse effects may be taken into account, as appropriate and in coordination with the client, but only on a preliminary, conceptual basis.

Based on resource document data and known regulatory requirements, preliminary recommendations will be formulated as appropriate, and the findings, along with a discussion of the regulatory framework, assessment methodology, and applicable limitations, are documented in the report.

Task-Specific Limitations and Considerations

This task does not include an on-site habitat assessment, monitoring for species during construction, or negotiation for mitigation with resource agencies. If needed per the results of the Protected Species Habitat Desktop Assessment, Terracon can provide additional surveys or agency coordination under a separate scope of work. This report does not constitute a formal habitat assessment or presence/absence survey for any regulated species.

Readily available resources do not typically include comprehensive records of documented sightings as such information is generally not made available to the public. No determination can wholly eliminate uncertainty regarding project effects on listed species. The determinations, findings, and conclusions provided in this scope of services should not be considered authoritative. The limited scope of services described herein may not allow a conclusive determination to be made. In such cases, additional assessments may be recommended.

From previous coordination and communication with the USFWS, that agency does not offer concurrence with no effect determinations, and typically does not provide further correspondence regarding no effect determinations. However, if there is a finding of potential impacts on the sites, the report will need to be submitted for their review. Coordination with USFWS beyond the initial IPaC inquiry and/or a concurrence letter is not included in the scope of services for this task. Species-specific surveys are not included in this proposal.

3.0 Schedule

Services will be initiated upon receipt of the written notice to proceed.

Phase I ESA

The final report will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within three days after the notice to proceed.

To comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- The completed ASTM E1527-21 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records **between 1980 and present**.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

Waters of the United States Desktop Assessment

The draft report will be submitted to the client within 20 business days from written notice to proceed for the task. The final report will be submitted to the client within 10 business days following the receipt of consolidated comments, if any.

Protected Species Habitat Desktop Assessment

The draft report will be submitted to the client within 20 business days from written notice to proceed for the task. The final report will be submitted to the client within 10 business days following the receipt of consolidated comments, if any.

4.0 Reliance

The ESA report will be prepared for the exclusive use and reliance of Unintech Consulting Engineers, Inc. and the City of Schertz. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$250 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-21 Section 4.6. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-21.

4.1 Scope and Report Limitations

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. Terracon 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, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon'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 Terracon related to Terracon's pre-task planning and risk assessment processes.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e., evaluation of the presence of vapors within a building structure), business environmental risk evaluations (unless specifically requested in Section 2.2 of this proposal), or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.



An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

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 City of Schertz IH 35 Ground Storage Tank project (“Project”), as described in Consultant’s Proposal dated 07/07/2025 (“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:  Date: **7/7/2025**
 Name/Title: **Dawn McCurry / Senior Environmental Scientist**
 Address: **6000 Northwest Pkwy Ste 100 San Antonio, TX 78249-3346**
 Phone: **(210) 641-2112** Fax: **(210) 641-2124**
 Email: **Dawn.McCurry@terracon.com**

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