



Cambrian Environmental
4422 Packsaddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

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9 September 2021

Russell Fishbeck
Vice President
Williamson County Parks Department
219 Perry Mayfield
Leander, TX 78761

Re: Proposal to Provide an Updated TCEQ Geologic Assessment Report for an Approximately 75-acre portion of the Southwest Williamson County Regional Park, Located in Williamson County, Texas.

Russell,

We appreciate the opportunity to provide you with this proposal for geological services in support of future development at the Southwest Williamson County Regional Park. As discussed recently we are proposing to produce an updated TCEQ Geologic Assessment report for an approximately 75-acre area depicted in the attached Figure 1. For this effort we will rely partially on existing data from previous investigations by Horizon Environmental and Mike Warton and Associates, with a brief field survey by Cambrian personnel to look for any changed circumstances. If authorized, Cambrian will conduct a Geologic Assessment investigation and produce a report for submittal to the Texas Commission on Environmental Quality (TCEQ) with the project's Water Pollution Abatement Plan (WPAP) as required under the Edwards Aquifer Rules (30 TAC Chapter 213). This task will be performed by Cambrian Environmental licensed Professional Geoscientists, and the field work will generally conform to the *"Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones"* as written by the TCEQ. Data needs required from the client will include the map scale at which the WPAP site maps will be submitted to the TCEQ. Client is responsible for securing right of entry for field surveys. Work is to be performed on a time and materials basis, not to exceed \$3,500.00.

Please do not hesitate to contact me with any comments or questions regarding this proposal. If you find the terms acceptable, please return a signed copy as notification to begin work. We are prepared to commence immediately.

Best regards,

Kembler White, Ph.D., P.G.
Senior Geoscientist



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Figure 1. Proposed survey area for updated Geologic Assessment.



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Cambrian Environmental Service Agreement

EIN 46-5009426

16 September 2021

Project Name	Geologic Assessment Update for portion of the SWRP	Client Name	Williamson County
Project Number	CE	Point(s) of Contact	Russell Fishbeck
Cambrian Project Manager	Craig Crawford, P.G. & Project Manager	Address	Williamson County Parks Department 219 Perry Mayfield Leander, TX 78761
		Phone	
		E-mail	

Scope of Services: (See Attached)

Terms of Payment:

Fixed Fee: \$ _____

Time and Materials (not-to-exceed): \$ 3,500.00

Cambrian Environmental

Client:

X

Kemble White
Cambrian Environmental

X

Client (Please print and sign)



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Scope of Services. Subject to the terms set forth in this agreement Cambrian Environmental (Cambrian) shall provide those services agreed to in writing. Any additional services provided by Cambrian in connection with this agreement are to be authorized on Cambrian's standard change order form, which shall be incorporated herein, describing changes in the scope of work and any adjustment in pricing and terms.

Payment. In the event of late payment or other breach of this Agreement by Client, Cambrian reserves the right to stop work or to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted.

Termination. In the event that this Agreement is terminated and the Services are priced on a fixed fee basis Cambrian shall be entitled to prorated payment from Client based on the percentage of work completed as reasonably estimated by Cambrian. In the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, Cambrian shall be entitled to payment based on the number of hours worked at the applicable rate, and in all events Cambrian shall be entitled to reimbursement of costs incurred prior to termination.

Limited Warranty; Disclaimer. Cambrian warrants that services performed will be in conformance with the generally accepted standards of similar professional service organizations operating under similar conditions. In the event of a breach of the foregoing warranty, Cambrian's only obligation shall be to use reasonable efforts to re-perform the services or to refund the fees paid by the client at Cambrian's option. Except for the foregoing warranty, the services and information provided under this agreement are provided "as-is". Client understands that Cambrian may not uncover all relevant information for a variety of reasons and that reports generated by

Delays. Cambrian will extend all reasonable efforts to complete the services on or prior to any completion date specified in the scope of services subject to factors beyond Cambrian's reasonable control. Cambrian is not responsible for delays or other circumstances caused by the unavailability of required information from the client, delays in government approvals, or other factors beyond Cambrian's reasonable control.

Limitation of Remedies. Should the client incur any damages in connection with this agreement or the services, Cambrian's liability shall in no event exceed the amount actually paid by Client to Cambrian for the Services. To the maximum extent permitted by law, Cambrian shall have no other liability to client for any damages, whether general, special, incidental or consequential, including any lost profits or lost savings, whether or not foreseeable. Client expressly acknowledges and agrees that Cambrian relies on the disclaimers and limitations set forth herein.

Assignment; Successors; Third-Parties. Client may not assign its rights under this agreement without Cambrian's written consent.