



April 2, 2021

Nueces County Costal Parks Department  
15820 Park Road 22 (S.P.I.D.)  
Corpus Christi, Texas 78418

Attn: Mr. Scott Cross  
Telephone# 361.749.6117  
Email: Scott.Cross@nuecesco.com

**RE:** Proposal  
Construction Materials Testing and Inspection Services  
I.B. Magee Multi-Purpose Center - Concrete Observations/Testing  
321 North on the Beach  
Port Aransas, Texas 78373  
Proposal N<sup>o</sup> P90211123

Dear Mr. Scott Cross

Terracon Consultants Inc. appreciates the opportunity to submit this proposal to provide materials testing services for the proposed First Responders – Soil Classification project. This proposal outlines our understanding of the scope of services to be provided by Terracon and includes unit fees for services we anticipate will be required for this project.

**We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.**

## **1. PROJECT INFORMATION**

We understand the project is to include the observation and testing of soil grade restoration, concrete, concrete related installations, and repairs of a three-story building. We understand it will also include the repair of new elevator tower framing.

## **2. SCOPE OF SERVICES**

We anticipate providing the requested construction materials observation and testing services for this project on an “as requested” basis during construction. We will rely on the general contractor or his representative to notify us at least 24 hours in advance when the requested services are needed.



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I.B. Magee Multi-Purpose Center – Concrete Testing ■ Port Aransas, Texas 78373

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## **2.1 Scheduling**

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

All requests for services should be submitted to the San Antonio, Texas office at the following phone number: (210) 714-2121. Services should not be scheduled through our field personnel.

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

## **2.2 Data Collection and Reporting**

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our Project Manager and Field Personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

### **2.2.1 CMELMS™ Management System**

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

**Responsive ■ Resourceful ■ Reliable**

**CMELMS** is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

### **2.2.2 Report Turnaround Time**

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation lab reports will typically be digitally signed and distributed within 4 to 6 business days of service. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

### **2.3 Terracon’s Incident and Injury-Free Culture**

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

## **3. COMPENSATION**

Our scope of services will be determined by your authorization for specific services as requested by your project superintendent or other representative. Charges for our services will be based on the quantities of services provided and the unit rates shown on the attached “Exhibit B.” Additional services that may be requested (but are not included in the attached cost estimate) can be provided upon request. The cost of our services will be determined by the construction schedule and the quantity of services provided. Based on our review of the construction plans and specifications and our experience with similar construction projects, our fee estimate to provide the proposed scope of services is **\$ 54,731.28**. Many factors, including those out of our control, such as weather and the contractor’s schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. If additional services are required, this fee may be exceeded. **Please recognize that this is an estimate. Terracon will only invoice for the actual services and required laboratory services which are required/requested to fulfill the project’s needs.**

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**4. AUTHORIZATION**

This proposal may be accepted by sending an executed copy of the Purchase Order. This proposal for services and accompanying Exhibits, Schedule of Services and Fees and Agreement for Services shall constitute the terms and conditions for our services to be performed for this project. This proposal is valid if authorized within sixty days from our listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

Sincerely,

**Terracon Consultants Inc.**

(Firm Registration: TX F3272)



Eliud Gutierrez, E.I.T.  
Group Manager  
Construction Services



Yatish A. Jakatimath, P.E.  
Department Manager

EG/YAJ  
Attachments  
Exhibits A and B

**EXHIBIT A  
PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS  
OBSERVATION AND TESTING**

**I.B. Magee Multi-Purpose Center – Concrete Testing/Observations  
TERRACON PROPOSAL NO. P90211123**

The proposed scope of services provided by Terracon is described below. The purpose of these services is to observe various components of the construction and conduct specific tests to determine whether or not the materials and construction comply with the project requirements.

These services are designed to provide a level of quality assurance (QA) for the client and are not intended to replace quality control (QC) tests and procedures required by the contractors and their suppliers. Terracon requires a complete set of construction plans and specifications approved for construction and any addenda or revisions approved during the construction process that would affect the construction related to the requested QA services.

Terracon will provide construction observations and testing services requested by the client as described in our “Scope of Services” in general accordance with the normal standard of care. Our scope of services does not include any design, design review, construction safety, trench safety, construction supervision, or construction management services. Terracon personnel do not have the responsibility or authority to stop the contractor’s work, or to accept or reject any construction materials or workmanship, even if they do not comply with the project requirements.

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**EXHIBIT B**  
**COST ESTIMATE FOR**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
**I.B. Magee Multipurpose Facility Repairs**  
**Terracon Proposal No. P90211123**

**Earthwork Observation/Testing**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Moisture/Density Curve (ASTM D698)	2	Each	\$ 200.00	\$ 400.00
Atterberg Limits (ASTM D4318)	2	Each	\$ 75.00	\$ 150.00
Sieve Analyses (ASTM C136 & C117)	2	Each	\$ 75.00	\$ 150.00
Nuclear Gauge Fee	3	Each	\$ 50.00	\$ 150.00
Soil Technician, Daily Rate (8 hour workday)	26	Hour	\$ 90.00	\$ 2,340.00
Soil Technician, per hour (Travel Time)	26	Hour	\$ 65.00	\$ 1,690.00
Vehicle Trip Charge	1504	Per Mile	\$ 0.56	\$ 842.24
<b>Subtotal, Earthwork</b>				<b>\$ 5,722.24</b>

This estimate is based on providing a retrieval and verification test for two soil sample (2 hours onsite) that will be used as fill and 3 days of field density testing (8 hour workday onsite).

**Concrete Repair - Quality Assurance**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Field Engineer, Daily Rate (8 hour workday)	26	Daily	\$ 880.00	\$22,880.00
Field Engineer, per hour (Travel Time)	39	Per Hour	\$ 65.00	\$ 2,535.00
Per Diem (For days on project site working remotely)	21	Each	\$ 159.00	\$ 3,339.00
Equipment Fee	4	Per Day	\$ 250.00	\$ 1,000.00
Bond Test Consumables (Puck+Epoxy)	14	Per Pull Test	\$ 85.00	\$ 1,190.00
Coring, (per core, floor/base coring)	6	Per Core	\$ 65.00	\$ 390.00
Split Tensile Test	3	Per Test	\$ 60.00	\$ 180.00
Permeability Test	1	Per Test	\$ 660.00	\$ 660.00
Concrete Cylinders (4"x8")	54	Per Sample	\$ 15.00	\$ 810.00
Vehicle Trip Charge (mob and demob to home office)	2256	Per Mile	\$ 0.56	\$ 1,263.36
<b>Subtotal, Concrete</b>				<b>\$34,247.36</b>

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Structural Steel Observation				
Service	Quantity	Unit	Unit Rate	Estimate
Visual & Bolt Torque, CWI, Regular Rate	16	Hour	\$ 175.00	\$ 2,800.00
Visual & Bolt Torque, CWI, Overtime Rate	8	Hour	\$ 200.00	\$ 1,600.00
Ultrasonic Testing, Equipment Charge	1	Per Trip	\$ 150.00	\$ 150.00
Vehicle Trip Charge	1128	Per Mile	\$ 0.56	\$ 631.68
<b>Subtotal, Structural Steel</b>				<b>\$ 5,181.68</b>
This estimate is based on 3 trips for structural steel observation. This estimate does not include shop inspection or non-destructive testing for welded connections.				
<b>Project Management</b>	<b>55</b>	Hour	\$ 150.00	<b>\$ 8,250.00</b>
<b>Clerical</b>	<b>28</b>	Hour	\$ 60.00	<b>\$ 1,680.00</b>
<b>ESTIMATE TOTAL</b>				<b>\$55,081.28</b>

1. Estimates are based on 26 Full-Time Observation days (8 hour workday)
2. 5 Weeks (5 day work weeks) +1 day are estimated for the onsite observations/testing, based on the schedule provided by Advanced Construction Management.
3. Project is budgeted with 1 vehicle trip charge per week, with the remaining days utilizing per diem.
4. For the equipment charges, an estimated 3 days for coring epoxy injected sites and 1 days for RFP testing (Based on providing testing at 1 location for quality assurance) are included in the estimate.
5. 14 locations estimated for bond testing based on schedule for concrete bonding and RFP days accounted for in the schedule provided.
6. 6 test locations (1 core each) are estimated based on the 350 linear feet of epoxy injection (in bid response form) for coring (Visual indication cores and split tensile tests - 6 cores per locations)
7. 6 placements assumed (9 cylinders per placement) based on schedule provided for repairing concrete.
8. Weekend hours and hours worked over the 8-hour workday will be charged at 1.5x the normal hourly rate.
9. Cancellations on-site will be charged at a rate of \$425 plus mileage for each cancellation.
10. Horizontal and Overhead coring will be charged at 1.5x the coring rate
11. If additional support is required onsite, a support technician will be provided at the rate of \$65.00/hour.
12. Hotel rates may rise during peak times. Rates over the per diem amount for hotel stays will be billed at cost.
13. 1 Permeability Test is included for testing. Additional test for additional repair materials can be provided upon request.

## AGREEMENT FOR SERVICES

This AGREEMENT is between Nueces County TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the I.B. Magee Multipurpose Facility - Repairs project ("Project"), as described in Consultant's Proposal dated 03/26/2021 ("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 (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single



limit); and (iv) 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 other parties, including Client, 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 the coronavirus. 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. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.  
By:  Date: 4/2/2021  
Name/Title: Yatish A. Jakatimath, P.E. / Department Manager  
Address: 6911 Blanco Rd  
San Antonio, TX 78216-6164  
Phone: (210) 641-2112 Fax: (210) 558-7894  
Email: Yatish.Jakatimath@terracon.com

Client: Nueces County TX  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: Scott Cross / Director  
Address: 15820 Park Road 22 (S.P.I.D.)  
Corpus Christi, TX 78418  
Phone: (361) 749-6117 Fax: \_\_\_\_\_  
Email: Scott.Cross@nuecesco.com