

Exhibit A

Engineer's Services for Bunton Creek Interceptor Phase 3.2 Environmental and Cultural Assessments

Background:

The proposed Bunton Creek Interceptor, Phase 3 project is to construct a gravity wastewater interceptor in the southeastern portion of Kyle, Texas. The proposed interceptor will allow the Southlake Lift Station and Bunton Creek Lift Station to be decommissioned and demolished. Diversion lines from the existing gravity systems tied to the lift stations will be designed and connected to the Bunton Creek Interceptor.

Purpose:

To gather additional environmental and cultural data; prepare Phase I Environmental Site Assessment (ESA); Waters of the US Determination/Delineation; and Cultural Resources Phase I Intensive Survey of the proposed Bunton Creek Interceptor Phase 3.2

Scope:

The Engineer will perform the following tasks listed below, as described in detail in each Task:

TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION

The Engineer will perform:

1. Invoicing, Contract Document Coordination, Progress Reports
 - a. Project creation and Task Order creation
 - b. Prepare monthly invoices for all requests for payment.
 - c. City Coordination
2. Management of Subconsultants
 - a. Terracon (Environmental & Cultural)
3. Meetings
 - a. Two meetings with City Staff
4. Coordination
 - a. City will be primary contact for coordination with Grant Administrator, the Engineer will provide data and project updates for City.

TASK 2 – DATA COLLECTION AND REVIEW

The Engineer and Subconsultants will perform:

1. Site visits and field investigations as necessary to confirm field data
2. Perform Phase I Environmental Site Assessment (ESA) for:
 - Segment 3.2 – Bunton Creek Lift Station to Southlake Lift Station
 - See Attached Terracon Consultants, Inc. proposal
3. Perform Waters of the US Determination/Delineation
 - Segment 3.2 – Bunton Creek Lift Station to Southlake Lift Station

Bunton Creek Interceptor Phase 3.2
Environmental and Cultural Assessments

- See Attached Terracon Consultants, Inc. proposal
- 4. Perform Cultural Resources Phase I Intensive Survey
 - Segment 3.2
 - See Attached Terracon Consultants, Inc. proposal

Deliverables

- Phase I Environmental Site Assessment Reports with Waters of the US Determination/Delineation
 - Segment 3.2
- Cultural Resources Phase I Intensive Survey Reports

SUBCONSULTANTS

Terracon Consultants, Inc. (Environmental) – See attached scope.

NOT INCLUDED IN SCOPE

The following items are **not** included in this scope:

- ROW/Easement Negotiation and/or Acquisition Services
- Boundary or Topographical Surveys
- Geotechnical Investigations
- PS&E Design
- Drainage reports or studies
- Bid Phase Services
- Construction Phase Administration
- Construction Material Testing
- Construction Inspection

Exhibit B

**Owner's Responsibilities for
Bunton Creek Interceptor Phase 3.2 Environmental & Cultural Assessments**

The City will perform the following:

- Promptly execute contract documents and amendments as necessary so as not to delay the prosecution of work.
- Promptly review and process all requests for payment.
- Prompt plan review of all interim and milestone deliverables
- Provide Bunton Creek Interceptor Phase 3.2 proposed route
- Provide Right of Entry for all subject properties
- Provide Utility and Construction Easement Documentation and Acquisition Services
- Provide all public involvement and coordination with landowners

Exhibit C: Bunton Creek Interceptor Phase 3.2 ESA & Cultural Assessment To#2 (LUMP SUM)									
TASK DESCRIPTION		Senior Project Manager	Senior Engineer	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total
		215.00	175.00	150.00	130.00	100.00	90.00	60.00	
		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION									
1.1	Invoicing, Contract Document Coordination, Progress Reports								
	Project Creation and Task Order Creation		2.0					3.0	5.0
	Prepare monthly invoices for all requests for payment		4.0					3.0	7.0
	City Coordination		2.0						2.0
1.2	Management of Subconsultants								
	Terracon (Environmental & Cultural)		2.0						2.0
1.3	Meetings								
	Meetings with City Staff (2)		4.0						4.0
1.4	Coordination								
	Provide City data for Grant Application		2.0						2.0
SUB TOTAL HOURS		0.0	16.0	0.0	0.0	0.0	0.0	6.0	22.0
SUB TOTAL FEE		\$0	\$2,800	\$0	\$0	\$0	\$0	\$360	\$3,160.0
TASK 2 – DATA COLLECTION AND REVIEW									
2.0	Data Collection, Review, and Analysis								
	Site Visit		2.0						2.0
	Phase I ESA (see Terracon Fee)								0.0
	Perform Waters of the US Determination/Delineation (see Terracon Fee)								0.0
	Perform Cultural Resources Phase I Intensive Survey (see Terracon Fee)								0.0
SUB TOTAL HOURS		0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0
SUB TOTAL FEE		\$0	\$350	\$0	\$0	\$0	\$0	\$0	\$350.0
TOTAL Project Tasks									
TOTAL HOURS		0.0	18.0	0.0	0.0	0.0	0.0	6.0	24.0
TOTAL FEE		\$0.00	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	\$3,510.00
	Subconsultants								
	Terracon (ESA I) - See Attached								\$4,200.00
	Terracon (Waters of the US Assessment) - See Attached								\$5,200.00
	Terracon (Cultural Resources Ph I Int. Survey) - See Attached								\$12,900.00
Project Totals									
	LJA ODC								\$189.95
PROJECT TOTAL									\$25,999.95

LJA'S OVERHEAD DIRECT COSTS			
DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Lodging/Hotel	\$85.00		\$0.00
Meals	\$25.00		\$0.00
Mileage	\$0.575	226	\$129.95
Rental Car	\$45.00		\$0.00
Standard Postage	\$0.42		\$0.00
Overnight Mail - letter size	\$16.00		\$0.00
Overnight Mail - oversized box	\$30.00		\$0.00
Courier Services (Deliveries)	\$30.00	2	\$60.00
CADD Plotting (per SQ/FT)	\$1.50		\$0.00
Photocopies B/W (8.5 X 11)	\$0.10		\$0.00
Photocopies B/W (11 X 17)	\$0.15		\$0.00
Photocopies Color (8 X 10)	\$0.75		\$0.00
Photocopies Color (11 X 17)	\$1.00		\$0.00
Blue/Blackline Prints (11" X 17")	\$0.20		\$0.00
Blue/Blackline Prints (22" X 34")	\$0.50		\$0.00
Plots (B/W on Bond)	\$0.25		\$0.00
Plots (Color on Bond)	\$2.00		\$0.00
Plots (Color on Photographic Paper)	\$5.50		\$0.00
Mylar (11" X 17")	\$3.00		\$0.00
Traffic Control for Subs	\$2,000.00		\$0.00
CD Archive	\$1.50		\$0.00
	TOTAL DIRECT COSTS		\$189.95

November 7, 2016 - Revised



Mr. Jason Bybel, P.E.
LJA Engineering, Inc.
5316 Hwy 290 West, Suite 150
Austin, TX 78735

Telephone: (512) 439-4758
E-mail: jbybel@ljaengineering.com

RE: Proposal for a Phase I Environmental Site Assessment and other Environmental Consulting Services
Bunton Creek Interceptor-Phase 3
Bunton Lane
Kyle, Hays County, Texas
Terracon Proposal No. P96167846

Dear Mr. Bybel:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to LJA Engineering, Inc. (client) to conduct a Phase I Environmental Site Assessment (ESA) and other environmental consulting services of the above-referenced site. The site is two segments of a proposed wastewater interceptor line, totaling approximately 15,400 feet in length, which will be constructed from the Kyle wastewater treatment plant located east of New Bridge Drive and Abundance Lane, and run in a generally northerly direction along Bunton Creek and Bunton Lane toward the Southlake Lift Station, east of Spillway Drive, located in Kyle, Hays County Texas. The project also includes an 8.3-acre tract (Alsco Site) located west of Interstate 35 approximately 2.7 miles north of the wastewater line.

We understand that, due to differences in financing, the project is divided into three parts.

Segment 3.1 (approximately 7,400 feet in length) extends from the Wastewater Treatment Plant to the Bunton Creek Lift Station on Bunton Lane, and only an cultural resources survey will be conducted on that segment.

Segment 3.2 extends from the Bunton Creek Lift Station to the Southlake Lift Station (approximately 8,000 feet in length) and a Phase I Environmental Site Assessment, Waters of the US Assessment and a cultural resources survey will be conducted on that segment.

Alsco Site is an approximately 8.3-acre tract located west of Interstate 35, east of Dry Hole Road, and north of Kyle Crossing and is approximately 2.7 miles north of Segment 3.2 terminus.

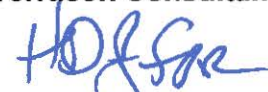


Scope of Services (see Section 2.0 of attached proposal detail)	Phase I ESA consistent with ASTM E1527-13 - ESA <ul style="list-style-type: none"> ■ Chain of Title/Environmental Lien Search is not included in this fee. ■ Additional non-scope items: Water of the US Assessment – WOUS Cultural Resources Survey - CR
Schedule (see Section 2.4 of attached proposal detail)	20 business days from written authorization to proceed for the ESA and WOUS ~60 days for receipt of response from Texas Historical Commission after submission of Cultural Resources Survey report
Compensation (see Section 3.0 of attached proposal detail)	ESA - \$4,200.00 WOUS - \$5,200.00 CR – Segment 3.1 - \$13,900.00 Segment 3.2 - \$12,900.00 Alsco Tract - \$8,200.00 Phase II Investigation - \$20,000.00 (contingency fee)

If this proposal meets with your approval, work may be initiated by returning an original copy of the attached Agreement for Services to our Austin office. Project initiation may be expedited by sending a copy of the signed Supplement to Agreement for Services via e-mail or facsimile.

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 me a call.

Sincerely,
Terracon Consultants, Inc.



Rhonda L. Alford
 Group Manager, ESA Services



Hilary D. Johns, P.G.
 Manager - Environmental Services

Attachments: ASTM E1527-13 User Questionnaire
 Detailed Scope of Services
 Supplement to Agreement for Services

ASTM E1527-13 USER QUESTIONNAIRE

Proposal No: P96167846

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name: Bunton Creek Interceptor

Site Address: Bunton Lane, Kyle, TX

1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ☐ No ☐ Yes If yes, please explain.

2) Did a search of recorded 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 property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ☐ No ☐ Yes If yes, please explain.

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)? ☐ No ☐ Yes If yes, please explain.

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)? ☐ No ☐ Yes

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)? ☐ No ☐ Yes If yes, please explain.

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 contamination at the site (40 CFR 312.31)? ☐ No ☐ Yes If yes, please explain.

Please return this form with the signed and completed Agreement.

ASTM E1527-13 USER QUESTIONNAIRE**Proposal No: P96167846****Request for Information and Documentation**

In addition to the specific questions outlined above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the site visit.

Item Supplied "X"	Not Applicable, Not Available or Not Known "X"	Item Requested (See Proposal)	Contacts/Comments or Indicate Attachment
		Point of Contact for Access	Name/Phone:
		Current Site Owner	Name/Phone:
		Current Facility Operator	Name/Phone:
		Contacts for Prior Owners	Name/Phone:
		Contacts for Prior Occupants	Name/Phone:
		Access Restrictions	
		Notification of Special Requirements Regarding Confidentiality	
		Legal Description and Diagram / Survey of Site	
		Chain of Title with Grantor/Grantee Summary (back to 1940 or first developed use)	
		Reasons for Conducting ESA	

Please return this form with the signed and completed Agreement.

ASTM E1527-13 USER QUESTIONNAIRE

Proposal No: P96167846

Helpful Documents Checklist

Pursuant to ASTM E1527-13 § 10.8, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the environmental professional? Check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Environmental site assessment reports | <input type="checkbox"/> Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property |
| <input type="checkbox"/> Environmental compliance audit reports | |
| <input type="checkbox"/> Geotechnical studies | |
| <input type="checkbox"/> Reports regarding hydrogeologic conditions on the property or surrounding area | <input type="checkbox"/> Registrations for underground injection systems |
| <input type="checkbox"/> Registrations for above or underground storage tanks | <input type="checkbox"/> Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, SPCC plans |

Name (Authorized Client Representative)

Title

Signature

Date

Please return this form with the signed and completed Agreement.

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site is a proposed wastewater interceptor line, totaling approximately 15,400 feet in length, which will be constructed from the Kyle wastewater treatment plant located east of New Bridge Drive and Abundance Lane, and run in a generally northerly direction along Bunton Creek and Bunton Lane toward the Southlake Lift Station, east of Spillway Drive, located in Kyle, Hays County Texas. The project also includes an 8.3-acre tract (Alsco Site) located west of Interstate 35 approximately 2.7 miles north of the wastewater line.

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~~Alsco Site is an approximately 8.3-acre tract located west of Interstate 35, east of Dry Hole Road, and north of Kyle Crossing and is approximately 2.7 miles north of Segment 3.2 terminus.~~

2.0 SCOPE OF SERVICES

2.1. Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *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.

ASTM E1527-13 contains a new definition of "migrate/migration," which refers to "the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface." By including this explicit reference to migration in ASTM E1527-13, the standard clarifies that the potential for vapor

migration should 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

Recognized environmental conditions are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

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 selected historical sources, 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 selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15 year intervals)
- City directories (approximate 5 year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided by client
- Environmental liens, if provided by client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for

environmental liens currently recorded against or relating to the site. If the client is unable to provide land title records or environmental lien information, an abstract firm may be contracted by Terracon to develop a chain of title from a review of land title records for an additional fee. Documentation of environmental liens, if recorded, will be provided with the chain of title. Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records. **If land title records or environmental lien information 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 E1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. 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.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile

Governmental Records	Search Distance
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

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
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

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

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. Prior to final report issuance, the client may request paper copies at a charge of \$50.00 per report copy.

2.2 Additional Services Beyond Base ESA

At the direction of the client, additional services beyond the scope of the base Phase I ESA have been included.

Preliminary WOUS Determination/Delineation

This task is presented in order to assist the client in remaining in compliance with Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act (RHA) during possible future construction activities onsite. The results of this task will dictate the appropriate level of USACE permitting effort. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

Subtask 1.1: Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historic topographic maps, soil surveys, plant species data, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a thorough desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying suspect aquatic resources on the site. Terracon will review topographic maps, aerial photographs, and floodplain maps to make a preliminary determination based on Terracon's opinions and experiences of the areas that could be potentially be categorized as jurisdictional WOUS and those that may not be jurisdictional. Appropriate sections of the digital topographic maps, aerial photographs, and floodplain maps, and proposed project boundaries will be projected and converted to the appropriate Geographic Information System (GIS) format that is required for the fieldwork, mapping, and report preparation.

Subtask 1.2: Site Visit

A site visit will be performed to determine the existence and approximate locations of suspect WOUS, including wetlands on the site following the USACE 1987 Manual and the applicable USACE regional supplement. Terracon will identify potential WOUS, including traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are adjacent, abutting, or isolated to these waters. The site visit will include completion of

USACE wetland determination data forms with plant identification, notation of hydrologic indicators, and excavation of shallow soil profiles, as appropriate within each different vegetative community spread throughout the project site. Potentially jurisdictional waterbodies will be identified by delineating ordinary high water marks and then mapped using a sub-meter GPS and the procedures required by the USACE. Following the site visit, exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of all aquatic resources identified onsite during the site visit will be prepared. Terracon will provide a professional opinion regarding the likelihood for the identified aquatic resources to be considered jurisdictional and regulated by the USACE.

Subtask 1.3: Report Preparation

A report will be prepared for the project documenting the results of the Preliminary WOUS Determination/Delineation performed onsite. Terracon's reports typically address the applicable framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations as appropriate. The Preliminary WOUS Delineation report will include the following information, as applicable:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- A preliminary determination and description of the potentially jurisdictional WOUS and potentially non-jurisdictional aquatic resources identified on the project site;
- Acreage of the project area evaluated with boundaries indicated;
- Location of each observation point/data point/soil sample station;
- Wetland Determination Data Forms completed in accordance with USACE guidelines for each observation point/data point/soil sample station;
- Acreage and linear footage (if applicable) of each aquatic resource onsite and total potentially jurisdictional areas (suspect WOUS) and potentially non-jurisdictional aquatic resources including polygons of aquatic resources (mapped by GPS) shown on exhibits;
- Historical information (including topographic quadrangle maps, historic aerial photographs, FEMA maps, NWI maps, and soil surveys) to document the potential limits of USACE jurisdiction for the identified aquatic resources (if applicable); and
- Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.

Deliverable: An electronic copy of the Preliminary WOUS Delineation report will be provided to the client for review. Upon incorporation of revisions, Terracon will provide an electronic copy of the final report to the client. If USACE permitting is anticipated, the Preliminary WOUS Delineation report will be prepared in a manner to be easily attached and serve as a supplement to additional documentation which will be submitted to the USACE for review, concurrence, and authorization.

Task-Specific Limitations

Wetlands are naturally evolved and evolving systems. The limited scope of the Preliminary WOUS Delineation 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. Effects of man-made disturbances and/or temporal variations, such as significant rainfall, winter conditions and drought, may preclude accurate assessment and significantly affect findings, conclusions and recommendations.

Official authority to make a determination defining applicable jurisdictional limits under the CWA rests solely with the Environmental Protection Agency (EPA); however, authority has been delegated to the USACE. Jurisdictional Determinations (JD) are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The proposed Preliminary Waters of the U.S. Determination/Delineation should, therefore, not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits under the CWA

Cultural Resources Phase I Intensive Survey

Cultural Resources comprise both historic structures and archaeological materials. Therefore, cultural resources can vary a great deal and may include such diverse items as buried artifacts of previous cultures and historic buildings or objects. In Texas, cultural resources are protected under the federal National Historic Preservation Act (NHPA) of 1966, as amended and the state Antiquities Code of Texas (ACT). The Texas Historical Commission (THC) is responsible for enforcing cultural resource compliance in Texas.

Under the Antiquities Code of Texas, projects that are undertaken by a "political subdivision" require THC coordination if the project affects a cumulative area larger than five acres or disturbs a cumulative area of more than 5,000 cubic yards, whichever measure is triggered first, or if the project is inside a designated historic district or recorded archeological site. A "political subdivision" is defined as a local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under Article III, Section 52(b)(1) or (2), or Article XVI, Section 59, of the Texas Constitution. Projects undertaken by State agencies or public universities are not limited by size and require THC coordination prior to any ground disturbances. The professional archeologist conducting the survey is required to receive a permit before any archeological investigations may proceed.

Because a portion of the project will be receiving federal funding the investigation will be performed at standards acceptable for compliance with Section 106 of the NHPA. In addition, the project may have the potential to trigger Section 106 compliance should it be determined that an

U.S. Army Corps of Engineers (USACE) permit is required in constructing the wastewater line and associated facilities. Cultural resources staff will be qualified under the *Secretary of Interior* standards for archeological investigations.

If this information is not accurate, please inform the undersigned as soon as possible so that a revised scope, schedule, and/or budget may be determined, as needed.

Antiquities Code of Texas Permit Application and Research Design

Because the undertaking falls under the ACT, qualified cultural resources personnel will prepare 3 permit applications and associated research designs. The project sponsor (City of Kyle) will need to review and sign the permit applications. Once all signatures have been collected, the application and research design will be submitted to THC for approval. Upon approval a permit number will be issued and the archeological survey can commence.

Phase I Archeological Survey

Qualified cultural resources personnel will perform an intensive 100% pedestrian survey on Segment 3.1, 3.2, and the Alsco Tract using the Minimum Survey Standards set forth by the THC and the Council of Texas Archeologists (CTA). An estimated 55 shovel test excavations will be performed, as necessary, along the approximately 15,400-foot two-segment proposed alignment and Alsco Tract taking approximately 3 days to complete. The proposed wastewater alignment right-of-way is estimated at 50-feet wide. That length and width, plus the Alsco tract proper, will be considered the Area of Potential Effect (APE) (approximately 25.97 acres). Shovel tests would be excavated in 20-centimeter arbitrary levels, and excavated sediment would be passed through ¼-inch hardware mesh. Shovel tests would be recorded through field notes, photography, and hand-held geographic positioning system (GPS) device. Cultural materials encountered through the course of shovel test excavations would be described and returned to their approximate origin. Sites encountered would be recorded with the Texas Archeological Research Laboratory and be assessed for eligibility for inclusion in the National Register of Historic Places or listing as a State Antiquities Landmark as appropriate. This will be a "no-collection" survey, therefore, diagnostic artifacts encountered will be documented in the field and not collected. Records would be curated by the Center for Archaeological Studies at Texas State University upon completion of the project.

A review of the soils indicate deep soils in the APE especially near Bunton Creek and tributaries. Therefore, mechanical trenching will be necessary for this project. Four days are estimated to complete the deep soil testing in various locations along the alignment and parcel. Locations will be based on soils, backhoe access, and senior archeologist advisement. An estimated 20 to 25 trenches will be excavated to about 4-5 feet deep, 6-8 feet long, and 3-4 feet wide. A typical trench profile will be drawn and the trench location will be recorded with a GPS device. Photographs will also be taken of the trenches and profiles and general descriptions will be recorded. Artifacts or features discovered in trenches will be examined in the field and not collected.

Reporting, Agency Coordination, and Curation

After fieldwork has been completed three reports of the results will be prepared, one for each of the three project parts. Comprehensive reports typically address the applicable regulatory framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations, as appropriate. Exhibits such as figures, referenced resource documents, data forms and photographs are included as appendices. Draft documents are reviewed in-house for quality assurance purposes and initially provided to the client in electronic format (.pdf) by email for review and/or approval. Changes resulting from client review are incorporated, as appropriate, and the updated report is similarly delivered to the client by email, along with one paper copy for LJA use. The final draft report will be submitted to the THC for agency review and concurrence. The THC will have 30 calendar days to complete their review.

After project approval has been received from the THC, permits will be closed according to permit stipulations. Several reports are required to be sent to repositories and libraries, GIS files of the survey sent to THC, and final reports and an online abstract are prepared for delivery. Finally, curation of records associated with the project will be prepared and submitted to Center for Archaeological Studies at Texas State University, a qualified repository.

General Limitations for Cultural Resources

The cultural resource services described above assume approximately 7 days of fieldwork for two Terracon cultural resources staff. Should weather or other unforeseen circumstances affect the schedule, Terracon will prepare a Change Order request for additional work as needed. This scope of work does not anticipate monitoring, testing, or data recovery levels of effort, and should such efforts be required by regulatory agencies, a separate proposal would be prepared by Terracon at the client's request. This scope of work also does not anticipate curation of artifacts, and should such services be required, then the cost would be incurred by the Client. Finally, the scope does not include work by architectural historians. Should historic standing resources be discovered during the survey, additional services may be required for compliance with Section 106, and a separate scope and cost will be provided at the client's request. No warranties, express or implied, are intended or made.

~~Phase II Investigation (Contingency)~~

~~At this time, it is not know if any Recognized Environmental Conditions (RECs) will be identified as a result of the Phase I ESA that may require additional investigation (Phase II). These investigation may be very variable and may include, but not be limited to, sampling of soil, groundwater and/or vapor associated with spills, service stations, dry cleaners, landfills or other environmental issues. We propose only establishing a contingency fee at this time, and specific scopes of work and schedules associated with any Phase II investigations will be prepared as necessary for authorization by the client.~~

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, 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
- ASTM E 2600-10 Vapor Encroachment Screen

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

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report for the ESA and WOUS will be submitted within 20 business days after receipt of your written notice to proceed, assuming site access can be obtained within five days after the notice to proceed. Project schedules for the natural and cultural resources efforts will be developed with the client.

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

- A signed Supplemental Agreement for Services
- The completed ASTM E1527-13 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

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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.

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.

2.5 Reliance

The reports will be prepared for the exclusive use and reliance of LJA Engineering, Inc. 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 reports, 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 reports 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 reports 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 \$400.00 per relying party.

Reliance on the reports 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 reports. 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 E1527-13 Sections 4.6 and 4.8. 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 E1527-13.

2.6 Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization 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, 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.

3.0 COMPENSATION

Base Phase I ESA Services	Fee
Base Phase I ESA Services - Lump Sum (Includes items outlined in Section 2.1. Cost to contract an abstract firm to develop a chain of title or environmental lien search is not included in this fee.)	\$4,200.00
Additional Services	Fee
Radon Records Review	*
ASTM E 2600-10 Vapor Encroachment Screening	*
Regulatory Agency File Review	*
Lead in Drinking Water Records Review	*
Waters of the US Assessment	\$5,200.00
Threatened/Endangered Species Records Review	*
Phase II Investigation (if required, contingency fee)	\$20,000.00
Cultural Resources Phase I Intensive Surveys	
Segment 3.1 - \$13,900.00	
Segment 3.2 - \$12,900.00	\$35,000.00
Also Tract - \$8,200.00	
Additional Services - Subtotal	\$40,200.00 plus Phase II Contingency Fee
Lump Sum Total	\$44,400.00 plus Phase II Contingency Fee
	\$22,300.00

* Not included in the scope of services per the client's direction.

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.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between LJA Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bunton Creek Interceptor project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/18/2016 ("Proposal") 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 Scope of Services section of the Proposal ("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 Compensation section of the Proposal 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.** 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.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **11/7/2016**
 Name/Title: **Hilary D. Johns, P.E. - Manager - Environmental Services**
 Address: **5307 Industrial Oaks Blvd Ste 160**
Austin, TX 78735-8821
 Phone: **(512) 442-1122** Fax: **(512) 442-1181**
 Email: **Hilary.Johns@terracon.com**

Client: **LJA Engineering, Inc.**
 By: _____ Date: _____
 Name/Title: **Jason Bybel, P.E.**
 Address: **5316 Hwy 290 West, Ste 150**
Austin, TX 78735
 Phone: **(512) 439-4758** Fax: _____
 Email: **jbybel@ljaengineering.com**

Reference Number: P96167846