Coonrod & Associates Construction Co., Inc.
PO Box 12589
Wichita, KS 67277-2589
Ph : 316-942-8430

Change Request

To: Craig Lofton
Alloy Architecture
3500 N. Rock Rd., Bldg. #500
Wichita, KS 67226
Ph: 316-634-1111 Fax: 316-634-1016

Number: 2
Date: 5/15/18
Job: 18-189 USD261 Campus HS Shop Add/Renv

Description: Fuel Tank Removal

We are pleased to offer the following specifications and pricing to make the following changes:
This work would be performed for a guaranteed maximum price of $72,388.76. All savings to owner.

Work performed by subcontractors:

Description	Subcontractor			Price
Testing & Removal	Terracon Consultants, Inc.			$60,000.00
Filling & Compaction	Bob Bergkamp Const. Co., Inc.			$8,500.00
			Subtotal:	$68,500.00
			Subtotal:	**$68,500.00**
	CM General Conditions	$68,500.00	1.88%	$1,287.80
	CM Fee	$69,787.00	2.70%	$1,884.25
	Bond	$71,671.25	1.00%	$716.71
			Total:	**$72,388.76**

The schedule is not affected by this change.

If you have any questions, please contact me at 316-942-8430.

Submitted by: Josh Abel
Coonrod & Associates

Approved by: _____
Date: _____

May 10, 2018

Terracon

Coonrod & Assoc. Construction Co.
PO Box 12589
Wichita, KS 67277-2589

Attn: Mr. Joshua Abel
P: (316) 942-8430
E: josha.coonrod@gmail.com

Re: Proposal for UST Removal Services
USD 261
Campus High School
2100 W 55th St.
Haysville, KS
Terracon Proposal No. P01187107

Dear Mr. Abel:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to perform Underground Storage Tank (UST) assessment and removal services at the above-referenced site for Coonrod & Assoc. Construction Co. (Client, Coonrod) and the Unified School District 261 (USD 261). An outline of the project, Terracon's scope of services, including schedule, and compensation are provided in the following sections.

1.0 PROJECT INFORMATION

The site is located at 2100 W 55th St. S, Haysville, KS. The site is located in the SE1/4 of the SW1/4 of Section 19, Township 28 South and Range 1 East. Based on information provided by the Client, there is one UST located east of the Shop Classrooms on the east side of Campus High School.

Based on site observations, an abandoned 5,000-gallon UST was discovered while excavating a trench for a concrete wall footing. The approximately 30 feet long UST is oriented E-W and the wall footing runs N-S about 2 feet E of the centerline of the UST. The top of the UST is approximately 3 to 4 feet below grade. The elevation at the bottom of the wall footing is approximately 2' below the top of the UST and the UST is in the way of where the footing needs to be built.

A photoionization detector (PID) was used to measures Volatile Organic Compounds (VOCs) in the tank openings on each end and in the center. The PID was placed near the port on the west end of the tank and a reading of approximately 2,000 parts per millions (ppm) was recorded. The sand at the west end of the tank exhibited a strong petroleum hydrocarbon odor, as well. At the tank center, readings of approximately 1,000 to 1,200 ppm were noted. At the east port readings of approximately 6 to 7 ppm were recorded.

The tank has been partially filled with flowable fill and/or sand. However, based on vapor screening, the tank was not properly purged and cleaned out prior to backfilling. The backfill material appears to be impacted with gasoline based on odors and vapor screening.

USTs containing regulated substances (e.g., gasoline) are regulated under guidance through the Kansas Department of Health and Environment (KDHE) Storage Tank Section. UST closure activities will be performed in accordance with the Kansas Storage Tank Program Corrective Action Policy Manual, dated September 2015 Revision (Kansas Tanks Guidance). A search of KDHE's website shows this tank (Facility Number 25868 U001) to have a status of "Permanently Out of Use" and "Filled"

Should any of the above information or assumptions be inconsistent with the site, please contact Terracon so that we may make necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

Terracon will work in conjunction with a Kansas Licensed UST Contractor (BHI Company), for the removal of the UST system as described in Section 1.0 of this proposal. Terracon's UST removal activities will include the following:

- Prior to commencing fieldwork, KDHE Storage Tanks Section will be notified 3 days prior to the proposed UST closure activities.
- During removal/excavation of the UST, a Terracon environmental professional will be on-site to collect samples and document tank closure activities.
- Based on vapor screening, it is assumed that the USTs contained gasoline and it was not properly cleaned out prior to backfilling will be removed from the USTs for reclamation, if requested.
- A Kansas Licensed UST Contractor will conduct the closure services including removal of the UST. We assume no fuel system lines remain.
- Impacted excavated materials and impacted tank backfill material will be stored on plastic sheeting, and covered with plastic sheeting or placed directly into roll off boxed pending laboratory analysis. Tank backfill material and impacted soil will be hauled offsite for property disposal. If excavated soil material does not appear to be impacted, it will be used

as backfill in the excavation or used for backfill somewhere else onsite. If the material does exceed KDHE Tier 2 risk values, a KDHE Special Waste Profile will be completed, and if accepted for disposal, the material would be hauled to Plumb Thickett Landfill in Harper, Kansas as special waste. We estimated the total for disposal of tank backfill not to exceed 50 tons. Should underlying soils be impacted a cost estimate will be provided for disposal of that material.

- The tank will be inerted to achieve a lower explosive limit (LEL) of less than 5% or an oxygen content of less than 8%.
- After removal to the tank backfill material, the material will be tested for disposal purposes, as needed.
- Exhumed UST will be orientation documented and photographed on each side. The UST will be measured and observed for pits, cracks, corrosion, and other signs of deterioration.
- We assume groundwater infiltration in the UST basin will not occur and management of groundwater will not be required. Should conditions change we will notify the client and a scope change will be developed for management of water.
- UST basin dimension will be measured and documented.
- Following the removal of the UST, a Terracon environmental professional will collect samples from the UST and product line excavations.
- Sampling criteria will be in accordance with the Kansas Tanks Guidance. Sample criteria are based on the following scenarios:
    - Two soil samples will be taken from below UST and six soil samples will be taken around the side walls of the tank basin or in the area of obvious staining (assumed to be 2 samples).
- Soil samples will be collected from the back-hoe bucket and will be visually logged for soil type and signs of petroleum impact. Furthermore, soil samples will be subjected to field screening for volatile organic compound vapors using a 10.6-eV lamp photoionization detector (PID).
- Tank backfill material and excavation wall soil samples will be collected and placed in laboratory provided containers, labeled, and placed in a cooler containing ice, and delivered under chain-of-custody procedures for laboratory analysis as discussed in Section 3.0 of this proposal.
- Quality Assurance/Quality Control samples will consist of one duplicate sample for every 10 samples submitted for laboratory analyses. Laboratory provided trip blanks will accompany each sample cooler containing a groundwater sample, if collected.
- Excavation backfill to design grade by Bergcamp. Terracon, understands that compaction testing of the backfill material will be provided under a separate scope of services.

- The Kansas Licensed UST Contractor will provide disposal documentation for the UST, UST contents, and impacted surrounding soils, if present for inclusion in the UST Closure Report.

Pending analytical results, the excavated areas will remain open in the event laboratory data indicates sample concentrations above KDHE Tier 2 risk values. The open excavation areas will be surrounded with high visibility temporary fencing to restrict access (Assume current site contractor will provide temporary fencing. In order to expedite analytical results, samples will be sent to the laboratory via overnight courier for rush analysis. The excavated areas will be backfilled with fill material and compacted per the project specifications by others.

Cleaning

Sampling equipment will be cleaned prior to beginning of sampling activities. Non-dedicated sampling equipment will be cleaned using an Alconox® detergent wash and potable water rinse prior to commencement of the project and between collection of each sample.

3.0 LABORATORY ANALYSIS

Samples will be submitted to a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory. Finalized analytical results will be compared to KDHE petroleum site remediation levels as published in the KDHE Kansas Storage Tank Program Corrective Action Policy Manual, dated September 2015, Revision.

Based on information provided by the Client, the USTs were utilized for fuel oil. Samples will be analyzed for the following petroleum constituents:

- KS TPH – Kansas Total Petroleum Hydrocarbons (per Kansas Department of Health and Environment Bureau of Environmental Remediation Policy #BER-041) - by EPA method 8015M
  - LRH – Low-Range Hydrocarbons for carbon ranges C5-C8
  - MRH – Mid-Range Hydrocarbons for carbon ranges C9-C18
  - HRH – High-Range Hydrocarbons for carbon ranges C19-C35
- BTEX - benzene, toluene, ethylbenzene, and xylene - by EPA SW-846 method 8260.
- 1,2-Dichloroethane (1,2-DCA), Methyl Tertbutyl Ether (MtBE), Ethylene Dibromide (EDB), and Naphthalene - by EPA SW-846 method 8260.
- Total Lead EPA Method 6010

It should be noted that if analytical results of samples are greater than KDHE petroleum site remediation levels, additional remedial actions may be required by the KDHE.

4.0 SITE SAFETY

Terracon will develop a safety plan to be used by Terracon personnel during field services. At this time, we anticipate that a USEPA Level D personal protective equipment (PPE) consisting of hard hats, safety glasses, reflective vests, protective gloves, and steel-toed boots will be required for Terracon personnel in the work area. It may become necessary to upgrade this level of protection, at additional cost, while sampling activities are being conducted in the event that petroleum or chemical constituents are encountered which present an increased risk for personal exposure.

The OSHA Excavations standard (29 CFR 1926, Subpart P) requires employers responsible for an excavation to assign a competent person to oversee the excavation and to safeguard personnel who may be required to enter the excavation. Terracon has no direct control of excavation activities and is not prepared to provide said competent person. Therefore, Terracon personnel will not enter the excavation.

Coonrod will be responsible for securing the excavation area and providing necessary barriers and signage to protect workers and public.

Underground Utility Clearance

Prior to commencement of field activities, Kansas One Call (KOC) will be contacted regarding the identification and location of public underground utilities for the excavation area, unless on has already been completed for current site construction.

5.0 PROJECT SCHEDULE AND REPORTING

It is anticipated to take 3 to 4 days to remove the tank contents and tank from the excavation, collect site documentation and perform sampling activities. Following receipt of analytical results, recommendations will be provided for backfilling the excavation or conducting additional over-excavation, if required. Upon completion of site activities and receipt of final laboratory analytical results, a UST Closure Report will be provided to the Client within 21 days of receipt of final analytical results. The UST closure report will include the following:

- KDHE Underground Storage Tank Permanent Abandonment Form
- Documentation of field activities
- Photographic log of UST removal activities
- Site plan showing UST locations and sampling locations
- Analytical laboratory results
- Data evaluation and presentation of findings.

- Disposal documentation for USTs and all media removed from the site.

The written report will reflect final results and findings and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

6.0 RELIANCE

The report will be prepared for the exclusive use and reliance of Coonrod & Associates Construction Co. Inc. and USD 261. Reliance by another party is prohibited without the written authorization of Coonrod & Assoc. Construction Co. Inc., USD 261, and Terracon. If the client is aware of additional parties that will require reliance on the services discussed in this proposal (except a governmental entity having jurisdiction over the site) the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on these reports to those approved parties upon receipt of a fully executed Reliance Agreement. If, in the future, the client and Terracon consent to reliance on these reports, upon receipt of an additional payment of $250.00 per relying party, reliance will be provided through the use of Terracon's Reliance Agreement, which must be signed by all parties.

As a condition of Terracon's consent to reliance on our reports by other authorized parties, relying parties must agree to the terms, conditions and limitations contained in this proposal, Agreement for Services and our report. This is reflected in the Reliance Agreement. The limitation of liability defined in Terracon's Agreement for Services is the aggregate limit of Terracon's liability to the Client and all relying parties.

7.0 COMPENSATION

The Scope of Services outlined in this proposal will be performed on a time and materials basis. The estimated fee for tank removal, confirmation sampling and reporting is **$45,000**.

Terracon's cost estimate is based on the scope of services outlined in this proposal and is prepared based on the following assumptions:

- The Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions).

- Work can be conducted Monday through Friday, 7:00 am to 7:00 pm.
- Traffic control services are not required.
- The site is readily accessible by vehicles and equipment.
- Terracon will take, at a minimum, 10 soil and/or waste samples for laboratory analysis.
- This proposal does not include significant over-excavation of petroleum impacted soil after removal of the backfill materials. If laboratory data indicates soil exceedances of the KDHE Tier 2 risk values, Terracon will notify the client and prepare a change order.
- This proposal assumes the tank contents can be disposed as a special waste. If the waste is determined to be hazardous, a cost estimate will be provided for proper disposal.
- Coonrod will be responsible for securing the excavation area and providing necessary barriers and signage to protect workers and public, BHI is not

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

If, as a result of these services, additional services are required outside the scope of this proposal, the Client will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of additional services outside the scope of this proposal.

5.0 GENERAL COMMENTS

Terracon's services will be conducted in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

Findings, conclusions and recommendations resulting from these services will be based upon information derived from on-site activities and other services conducted under this scope of services; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during these services. Subsurface conditions may vary from those encountered at specific subsurface areas or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our

recommendations are based solely upon data obtained at the time and within the scope of these services.

We have attached an Agreement for Services that is incorporated into this proposal. This proposal is valid for 60 days from the date of this proposal. If this proposal meets with your approval, please sign the attached Agreement for Services and return a copy to Tony Mellini at tony.mellini@terracon.com.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have questions or comments regarding this proposal, please contact us.

Sincerely,
Terracon Consultants, Inc.

James E. Aamodt, P.E.*
Project Engineer
*Licensed in Kansas

Anthony R. Mellini, Jr., P.G.*
Environmental Department Manager
*Licensed in Kansas

Attachments: Agreement for Services

Terracon

Reference Number: P01187107

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Coonrod & Assoc Construction Co ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Campus High School project ("Project"), as described in Consultant's Proposal dated 05/10/2018 ("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. 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.** 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.**	Client:	**Coonrod & Assoc Construction Co**
By:	Date: **5/10/2018**	By:	Date: 5/11/18
Name/Title:	**Anthony R Mellini, Jr. P.G. / Senior Project Manager**	Name/Title:	Joshua Abel Asst PM/estimator
Address:	**1815 S Eisenhower St** **Wichita, KS 67209-2810**	Address:	**PO Box 12589** **Wichita, KS 67277-2589**
Phone:	**(316) 262-0171** Fax: **(316) 262-6997**	Phone:	316-942-8430 Fax:
Email:	**Tony.Mellini@terracon.com**	Email:	Josha @ coonrod.com

Gmail **Josh Abel <josha.coonrod@gmail.com>**

Budget price for Tank Backfill-Campus Shop Addition

Lance Whitney <LWhitney@bergkampconstruction.com> Mon, May 14, 2018 at 7:59 AM
To: Josh Abel <josha.coonrod@gmail.com>

Josh, here is what I came up with as far as pricing for us to backfill the tank after removal at the Campus Shop. I came up with $8,500.00 as a worst case scenario. I figured this as the hole being ready to start backfill as soon as we arrive onsite and shouldn't have more than 2 days in this if everything goes well. Probably more like 1 day and we'd be done. Let me know if you need anything else and as of right now we're thinking towards the end of the week.

DIRT CONTRACTOR
BOB BERGKAMP
CONST. CO. INC.
3709 S. WEST ST. WICHITA, KS 67217

LANCE WHITNEY PROJECT MANAGER

[CELL] **316.655.0091** [OFFICE] **316.522.3471** [FAX] **316.522.5296**

[E-MAIL] **lwhitney@bergkampconstruction.com**