

Shenandoah Community School District Board of Directors

<https://zoom.us/j/98176933487>

Password: 157307

April 27, 2020 – 5:00 p.m.

Special Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Consent Agenda
 - a. Personnel Item:

Resignation:

Molly Nelson

JK Teacher

effective end of school year

4. Action Items
 - a. Approve Gayle Allensworth as HS Principal - \$110,000
 - b. Approve Jordan Newberg as K8 Assistant Principal - \$79,000
 - c. Approve Master Agreement with Terracon
5. Informational Items
 - Next Regular Meeting – May 11, 2020 at 5:00 P.M.
6. Adjournment



April 23, 2020

Shenandoah Community Schools
304 West Nishna Road
Shenandoah, Iowa

Attn: Jean Fichter

Re: Proposal for Materials Testing and Special Inspection Services
Shenandoah High School Renovations
1000 Mustang Drive
Shenandoah, Iowa
Terracon Proposal No. P05201134

Dear Ms. Fichter:

Terracon greatly appreciates the opportunity to be of service to you on your project. We are ready to bring our experience to work for you! Our team is dedicated to elevating the client experience by being responsive, resourceful, and reliable. We will exceed your expectations for quality, service, solutions, and speed of delivery.

The attached proposal provides detailed information on our project understanding, scope of services, project delivery, and compensation. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions regarding this proposal or would like to review.

Sincerely,

Terracon Consultants, Inc.

for Kenneth C. Morong, M.S.I.
Senior Project Manager

Philip T. Schiele, P.G.
Construction Services Manager

Copies to: Addressee (pdf)

Attachments: Rate Schedule
Cost Estimate
Agreement for Services

Terracon Consultants, Inc. 15080 A Circle Omaha, NE 68144
P [402] 330 2202 F [402] 330 7606 terracon.com

Environmental

Facilities

Geotechnical

Materials

PROJECT INFORMATION

It is our understanding the project will consist of renovations to the high school, structural steel joist reinforcing, pavement subgrade preparation, and concrete parking area replacements.

SCOPE OF SERVICES

Field and Laboratory Services

Upon receipt of a scheduling request, Terracon will assign an appropriately trained and equipped employee. We understand the scope of the on-call services includes:

Scope	Services
Earthwork	Observations and compaction testing: <ul style="list-style-type: none"> ■ Pavement subgrade preparation
Laboratory Soil Testing	<ul style="list-style-type: none"> ■ Standard Proctors ■ Atterberg limits
Shallow Foundations	Bearing soil observations and testing: <ul style="list-style-type: none"> ■ Excavations will be checked for bearing using manual sampling and testing techniques ■ Excavations will be observed for cleanliness and geometry
Cast-in-Place Concrete Reinforcing Steel	Special Inspections: <ul style="list-style-type: none"> ■ Bars will be checked for size, placement, lap length, and cleanliness
Portland Cement Concrete	Field and laboratory testing: <ul style="list-style-type: none"> ■ Casting of 4 cylinders and testing temperature, slump, and air content every 500cy per SUDAS ■ Laboratory testing <ul style="list-style-type: none"> ○ Compressive strength of concrete
Structural Steel Erection	Special Inspections (at project site): <ul style="list-style-type: none"> ■ Review welder certifications ■ Visual observations of structural field welded connections
Project Management	<ul style="list-style-type: none"> ■ Supervision of laboratory and field services ■ Preparation and review of project reports and invoices

Scheduling

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

All requests for services should be submitted to the following phone number: (402) 384-7000. Services should not be scheduled through our field personnel.

We recommend our scope of services be provided to the person(s) responsible for scheduling our services.

Project Delivery

Communication

Dialogue is the key to all successful projects. Management of the testing and Special Inspection program will begin with the set-up of the controls and communications with the project team members. Upon award, our Project Manager will talk with members of the project team having an active interest in acquiring and processing our engineering reports and test data. We consider this a critical phase in order to develop the necessary cooperative relationship between testing and inspections and production.

During construction, our Project Manager will talk with the project team to discuss details of the project and any non-conformance items, either new or outstanding. Our Project Manager will also contact the client and/or the structural engineer as necessary to clarify design drawings, shop drawings or specifications, or to verbally report non-conformance items.

Data Management

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

CMELMS automates the delivery of our reports and can be used anywhere with an internet connection. Data is entered into the application on-site, so our Project Managers have real-time access to the field data. Reports are produced in the same application which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

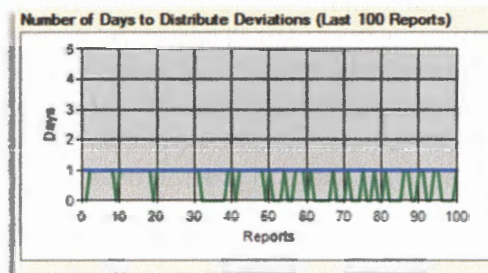
Reporting

Our field representatives will immediately communicate our test results and any non-conformances to the site superintendent and our Project Manager. Terracon will maintain an electronic log of non-conformance items (performed by us) and this log will be distributed to the project team bi-weekly.

Our reports will be distributed via e-mail, unless otherwise requested, according to the following schedule:

Report Type	Reporting Schedule (from completion of service)
Non-Conformance	1 day
Field Report	5 days
Laboratory Report	2 days

To ensure we meet the goals we have set for report turnaround, we have developed a report tracking system in our **CMELMS** software to evaluate where a test result or report is in our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project.



Safety

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective.

During the performance of our services, if our employee encounters a situation they feel is or could be unsafe, they will communicate our concern to the site superintendent. Our employees have the authority to refuse to enter an unsafe area or situation. If the situation is not remedied,

our Project Manager will contact the superintendent, and the client if necessary, for further discussion.

In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interest of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Terracon related to our pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

COMPENSATION

Fees for services provided will be based on the attached **Rate Schedule**. These rates will apply for the duration of the project.

Based on the scope of services presented in this proposal, our estimated cost is \$7,548. A breakdown of our cost is provided in the attached **Cost Estimate**. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area. *We will only invoice for the services provided, i.e. Terracon will not invoice for the total budget if the total booked is less than the budget.*

Please note this is only a budget estimate; not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with cancelled services, deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost (unless otherwise noted).

AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. We reserve the right to withhold our reports until the signed Agreement has been received by Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

Proposal for Materials Testing and Special Inspection Services
 Shenandoah High School Renovation ■ Shenandoah, Iowa
 April 23, 2020 ■ Terracon Proposal No. P05201134



RATE SCHEDULE

	Rate	Unit
PERSONNEL		
Field Technician	\$58.00	hour*
Special Inspection Technician	\$60.00	hour*
Structural Steel Technician	\$85.00	hour*
Project Coordinator	\$65.00	hour
Project Manager	\$110.00	hour
LABORATORY TESTING		
Standard Proctor, soil	\$155.00	each
Atterberg Limits	\$95.00	each
Compressive Strength of Concrete	\$17.00	each
TRIP CHARGE (includes travel time, mileage & vehicle)		
Technician	\$280.00	trip
Structural Steel Technician	\$360.00	trip
Compressive Strength Sample Pickup	\$300.00	trip

* Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2.0 times the hourly rate for Sundays and Holidays).

A one hour minimum charge per task is applicable to all site visits. The representative's travel time, vehicle, and mileage are combined into a Trip Charge. You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

Proposal for Materials Testing and Special Inspection Services
 Shenandoah High School Renovation ■ Shenandoah, Iowa
 April 23, 2020 ■ Terracon Proposal No. P05201134



COST ESTIMATE

Service Type	Quantity	Hours per	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
Field Technician					
Pavement Subgrade Preparation	5	1.00	\$58.00	hour	\$290.00
Trip Charge*					
Technician	5		\$280.00	visit	\$1,400.00
Subtotal =					\$1,690.00
LABORATORY SOIL / AGGREGATE TESTING					
Standard Proctor, soil	1		\$155.00	each	\$155.00
Atterberg Limits	1		\$95.00	each	\$95.00
Subtotal =					\$250.00
FOUNDATION EXCAVATION OBSERVATION AND TESTING					
Special Inspection Technician					
Observation & Testing of Footing Excavations (bearing soil, cleanliness, and geometry)	1	1.00	\$60.00	hour	\$60.00
Subtotal =					\$60.00
REINFORCED CONCRETE SPECIAL INSPECTION					
Special Inspection Technician					
Checked for Size, Placement, Lap Length, and Cleanliness of Reinforcing Steel	1	1.00	\$60.00	hour	\$60.00
Subtotal =					\$60.00
PORTLAND CEMENT CONCRETE TESTING					
Field Technician					
<i>Standard testing (temp, slump, air content, cylinders)</i>					
Casting of 1 Set of 4 Cylinders	6	1.25	\$58.00	hour	\$435.00
Trip Charge*					
Technician	6		\$280.00	visit	\$1,680.00
Compressive Strength Sample Pickup	6		\$300.00	visit	\$1,800.00
Laboratory Testing					
Compressive Strength of Concrete	24		\$17.00	test	\$408.00
Subtotal =					\$4,323.00

Responsive ■ Resourceful ■ Reliable

Proposal for Materials Testing and Special Inspection Services
 Shenandoah High School Renovation ■ Shenandoah, Iowa
 April 23, 2020 ■ Terracon Proposal No. P05201134



COST ESTIMATE

Service Type	Quantity	Hours per	Rate	Unit	Cost
STRUCTURAL STEEL SPECIAL INSPECTION					
Structural Steel Technician					
Visual Observation of Welded Connections	1	2.00	\$85.00	hour	\$170.00
Trip Charge*					
Technician	1		\$360.00	visit	\$360.00
Subtotal =					\$530.00
PROJECT MANAGEMENT					
Project Administration					
Project Coordinator	3		\$65.00	hour	\$195.00
Project Manager	4		\$110.00	hour	\$440.00
Subtotal =					\$635.00
TOTAL ESTIMATED FEE					

ESTIMATED TOTAL = \$7,548.00

*The representative's travel time, vehicle, and mileage are combined into a Trip Charge. Multiple services may be provided during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can be revised if necessary.

Responsive ■ Resourceful ■ Reliable

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Shenandoah Community Schools ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Shenandoah High School Renovations project ("Project"), as described in Consultant's Proposal dated 04/23/2020 ("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 \$25,000 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.

Owner and Carl A. Nelson are additional insured with respect to Commercial General Liability and Automobile Liability insurance policies.

- 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. **Iowa**
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
 By:  Date: 4/23/2020
 Name/Title: Philip T. Schiele, P.G. / Department Manager
 Address: 15080 A Cir
Omaha, NE 68144-5558
 Phone: (402) 330-2202 Fax: (402) 330-7606
 Email: Phil.Schiele@terracon.com

Client: Shenandoah Community Schools
 By: _____ Date: _____
 Name/Title: Jean Fichter / President of School Board
 Address: 304 West Nishna Rd
Shenandoah, IA 51601
 Phone: _____ Fax: _____
 Email: _____