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September 19, 2024

Greenville Housing Fund
1615-A Wade Hampton Blvd.
Greenville, SC 29609

Attn: Mr. Bryan Brown
P: (864) 686-5130
E : bbrown@greenvillehousingfund.com

RE: Proposal for: Accessibility Consulting Services
Northgate Manor
220 Biblebrook Dr., Greer, SC 29651
Terracon Proposal No. PF8246145

Dear Mr. Brown:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Narrow Gate Development, LLC (Client) to conduct accessibility consulting services at the above-referenced site. The following summarizes the key elements of this proposal:

Project Description

The project consists of accessibility consulting services related to the renovation of a two-story apartment development.



Scope of Services (See attached Detailed Scope of Services)	Accessibility Document Reviews Accessibility Construction Observations Accessibility Training Sessions	
Schedule (See attached Detailed Scope of Services)	Refer to Section 3.0 for more information.	
Compensation (See attached Detailed Scope of Services)	Base Accessibility Consulting Services	\$15,200

The services summarized above are outlined in the Detailed Scope of Services below. If this proposal meets your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services.

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 at (770) 623-4637.

Sincerely,

Terracon Consultants, Inc.

Amber Roberts

Amber Roberts
 Assistant Project Manager

Melissa K. Middleton

Melissa K. Middleton, AIA (AL, GA), LEED AP
 Senior Architect

Attachments: Detailed Scope of Services
 Agreement for Services

Detailed Scope of Services

1.0 Project Understanding

It is Terracon's understanding that the subject project consists of renovating a designated family apartment development comprised of 46, one-, two- and three-bedroom apartment units. The apartment buildings are walk-ups that are two-story row-home style, constructed in 1969. Renovation is anticipated to begin in October of 2025 and continue for a duration of approximately 12-16 months. This project will be developed under 2024 LIHTC per South Carolina Housing QAP and HUD Section 8 requirements.

The following federal and state accessibility requirements are assumed for this project:

- Title II and III of the Americans with Disabilities Act per the 2010 Americans with Disabilities Act Standards (ADAS) for Accessible Design, as applicable
- Fair Housing Accessibility Guidelines (For existing buildings, this will be those that were either first occupied after March 13, 1991 or if the last building permit was issued on or after June 15, 1990.)
- The 2021 International Building Code (IBC) with South Carolina amendments
- 2017 Edition of ICC/ANSI A117.1
- The requirements of the SC Housing Qualified Allocation Plan (QAP) applicable to the project and SC Housing Appendix B Development Design Criteria

2.0 Scope of Services (Services)

Terracon offers the following services as part of accessibility consulting. Refer to Section 4.0 (Compensation) for services considered base services, which depend on the project attributes, state, funding sources, and Client requests. Services that are determined to be additional services are also provided in Section 4.0 (Compensation).

2.1 Accessibility Document Review

Terracon will evaluate the accessibility features depicted in the construction documents for the proposed facilities as provided by your design team. Terracon will submit a report of our review with an explanation regarding components we consider to be non-compliant. The scope of this work will identify, but not prioritize, non-compliant items. The Client shall provide the following plans to Terracon sent in PDF format:

- Overall Site Development Plan, including delineation of the buildings that have been determined not to be required to be accessible, based on the site Impracticability Study performed as part of the project's design development (if applicable)
- Civil Drawings, primarily grading and drainage, including accessibility details
- Architectural Plans and accessibility details, all buildings
- Architectural, Mechanical, Electrical, Plumbing Plans and accessibility details, all units
- Specifications: Appliances, Door Hardware, Signage, Flooring, Plumbing

Terracon's review is provided for the benefit of Terracon's Client. Terracon is not the designer of record and cannot directly affect the applicable design. The project design team should be provided Terracon's design review. It should consider the information presented concerning the applicable portions of Terracon's Scope of Service along with other factors relevant to the project. Changes to the design associated with our recommendations are the responsibility of the designer(s) of record.

2.2 Review of Revised Documents and Clearance Letter

After completion of Terracon's Accessibility Document Review and issuance of the associated report, the design team may prepare a written response. Terracon will review the design team's response letter(s) and updated construction documents to determine if they are sufficient to proceed with construction to meet accessibility requirements. The letter will include an attachment of the responses, if applicable.

2.3 Construction Progress Observations

During construction, Terracon will make periodic, scheduled site visits to observe installed site and building elements, features, and functions related to accessibility. For each site visit, Terracon will provide a report with photographs that explain our observations of any specific concerns. Terracon can only review the components that are ready during each scheduled inspection. Terracon's observations and comments are associated with the requirements of the construction documents and applicable standards and regulatory requirements. Conflicts, clarifications, design modifications, and similar interpretations and changes are the project team's responsibility, not Terracon's. Terracon may provide recommendations for compliance with applicable requirements, but Terracon will not direct work.

Jurisdictions may require a copy of construction observation reports within 30 days of the site visit if applicable. The development team will be responsible for forwarding reports to the local jurisdiction and other parties as needed for the project. Terracon recommends site visits at the following construction milestones:

2.3.1 First Construction Observation

Site visit is to occur after significant framing, placement of plumbing lines, and rough-in of electrical elements are installed at each building or plan type before installation of interior wall sheathing or finish materials.

2.3.2 Intermediate Construction Observation

Since Terracon anticipates the construction work may be phased by building or area of the site, in sequence over several months, multiple routine site visits may be necessary. However, Terracon will only visit the site as specifically authorized by the Client. The Client will be invoiced at the unit rate provided for the Construction Progress Reports authorized by the Client. Other special visits or re-inspections of previously observed construction will be invoiced as Additional Services.

For estimating purposes, Terracon has included one intermediate construction progress observations. The Client will be invoiced for only the construction progress observations provided. These are provided on an as-needed basis during the project.

2.3.3 Final Construction Observation

Site visit is to occur after the installation or placement of cabinets, appliances, door hardware, and floor finishes at each building or unit plan type. This may include significant site work placement activities, typically near the final walk-through.

Near the completion of the project, the review will include our evaluation of the following elements:

- Accessible parking areas and routes
- Interior and exterior common area amenities
- All units designated equipped for the mobility impaired
- All communication units equipped for the audio/visually impaired
- Where applicable, one of each of the units required to comply with the Federal Fair Housing Amendments Act

If accessibility deficiencies are identified at the time of the project completion review, a follow-up site visit may be required as an Additional Service after the Contractor has corrected noted deficiencies.

2.4 Accessibility Training Sessions

During construction, Terracon will provide two accessibility training sessions. The training sessions are intended for the architect, general contractor, job superintendent, and representative of each subcontractor group that will affect accessible components for the

project. The training sessions are intended to educate the on-site contractors and reduce rework of accessible elements. A sign-in sheet will be provided to document attendance at the training sessions. A description of the training sessions is provided in the table below. Each training session will cost \$900 if held in conjunction with a scheduled site visit or virtually online.

Subject	Training Session #1	Training Session #2
Topic/ Objective	<u>Items Reviewing:</u> <ul style="list-style-type: none"> a) Framing b) Plumbing c) Mechanical and electrical locations d) Accessible routes e) Mobility unit requirements f) Communication unit requirements 	<u>Items Reviewing:</u> <ul style="list-style-type: none"> a) Parking and signage b) Paving slopes for asphalt and concrete c) Exterior amenities
Training Format /Method/ Activities	PowerPoint presentation and review of the construction documents with the construction team regarding the accessibility requirements, including discussions of any current issues.	
Target Audience	<ul style="list-style-type: none"> ■ Architect ■ General Contractor ■ Job Superintendent ■ Subcontractor Representatives (Framing, Mechanical, Electrical, and Plumbing) 	<ul style="list-style-type: none"> ■ Architect ■ General Contractor ■ Job Superintendent ■ Subcontractor Representatives (Grading, Paving and Concrete)
Trainer	Terracon Accessibility Consultant	
Date/Location	Training is to be scheduled once all interior subcontractors have been	Training is to be scheduled before concrete work. The

Subject	Training Session #1	Training Session #2
	contracted. This training is generally virtual.	training is generally held at the construction site.
Documentation/ Sign-In Sheet	Sign-in sheet of the attendees to be provided by Terracon.	

2.5 Certification Letter of Accessibility Compliance

After verification that deficiencies have been addressed, Terracon will issue a final Certificate of Accessibility Compliance.

2.6 Additional Services Not Included

The services listed above are considered both the base scope of services (Base Services) and additional services (Additional Services). The Base Services required depend upon the state and funding sources relevant to the project. Additional services are offered based on your assumed project needs and are denoted in Section 4.0 (Compensation).

3.0 Schedule

Services will be initiated upon receipt of the written notice to proceed, as noted in the table below.

Service	Initiation	Delivery
Existing Property Accessibility Review	Site visit to occur within 10 days of request.	Report delivery within 15 business days from the date of the site visit.
Accessibility Document Review	The review will commence upon receipt of a complete set of the above-identified documents.	Report delivery within 15 business days from the date of receipt of a complete set of documents.

Service	Initiation	Delivery
Review of Revised Documents and Clearance Letter	The review will commence upon receipt of a response letter and updated documents.	Clearance letter provided within 5 to 10 business days from final document submittal.
Construction Progress Observations	Site visit to occur within 10 days of request.	Field report issued within 5 to 10 business days after each site visit.
Accessibility Training Sessions	Training is to be coordinated with attendees by either the Developer or Contractor.	Sign-in sheet provided to document attendance at the training sessions within 5 business days of the training.
Certification Letter of Accessibility Compliance	The review will commence upon receipt of a response regarding open items.	Certification letter provided within 5 business days after all items have been addressed.

4.0 Compensation

All Base Services are included in Terracon's fee proposal for the project. All Services will be billed on a lump-sum basis unless noted on an hourly rate per the following:

Base Services	Fee
Accessibility Document Review	\$3,400
Review of Revised Documents and Clearance Letter	\$1,400
Accessibility Training Sessions (\$900 each if virtual or in conjunction with a site observation.)	\$2,400 (2 @ \$1,200)
First Construction Progress Observation	\$3,300



Final Construction Completion Observation	\$3,300
Certification Letter of Accessibility Compliance	\$1,400

Additional services may be authorized by selecting the appropriate service needed for this project. Please note that the items listed below are considered for each/one item, and additional clarification is required if additional items are necessary.

Additional Services	Fee	Authorization
Existing Property Accessibility Review	\$3,500	<input type="checkbox"/> Yes <input type="checkbox"/> No
Intermediate Construction Progress Observation	\$3,100	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Additional Services shall be hourly as indicated at right or by pre-agreed upon negotiated Lump Sum fee.	\$195/hr	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.0 Assumptions and Limitations

Client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services, and Client will execute any necessary site access agreements. Terracon will be responsible for the supervision and site safety measures for its own employees, including following applicable state and local COVID-related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. The client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

The fee is valid for 90 days from the date of this proposal. The above-noted fee proposal is based on the assumptions and conditions provided at the time of this proposal.

Terracon will invoice for services performed periodically, generally consistent with the completion of services and issuance of associated reports. Terracon will not issue invoices less than monthly unless otherwise discussed with the Client.

Terracon does not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Terracon's statements and opinions are based on the information available at the time when services are performed. Terracon reserves the right to review new information to determine its impact on statements or opinions expressed by Terracon.

6.0 Reliance

Terracon's reports will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If Client is aware of additional parties that will require reliance on Terracon's reports, the names, addresses, and relationships of these parties should be provided for Terracon's approval before the time of authorization to proceed. Terracon may grant reliance on our reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of the information requested in the Reliance Agreement. If, in the future, Client and Terracon consent to reliance on our 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 \$500 per relying party.

Reliance on Terracon's reports by Client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement Types, sections of this proposal incorporated therein, the Reliance Agreement, and Terracon's reports. The limitation of liability defined in the Agreement Types is the aggregate limit of Terracon's liability to Client and all relying parties.

AGREEMENT FOR SERVICES

This AGREEMENT is between Greenville Housing Fund ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Northgate Manor project ("Project"), as described in Consultant's Proposal dated 09/19/2024 ("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, AUTOMOBILE AND EXCESS LIABILITY POLICIES.**
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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) 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. Client and Owner are additional insured with respect to general and auto liability.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including 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 unsafe site conditions. 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.

Consultant: Terracon Consultants, Inc.

Client: Greenville Housing Fund

By:  Date: 9/19/2024

By: _____ Date: _____

Name/Title: Melissa K. Middleton / Senior Architect

Name/Title: Bryan Brown

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Address: 1615-A Wade Hampton Blvd

Lawrenceville, GA 30043-5557

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