PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT #6 FOR

SECONDARY COLORADO RIVER RAW WATER LINE OWNER'S REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF TRAVIS

This Supplemental Agreement No. 6 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and CP&Y dba STV ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 26th day of May 2022 for the Owner's Representative Services for the Secondary Colorado River Raw Water Line Project ("Project") in the amount of \$1,430,440.00; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 1 for Professional Services on the 18th day of May 2023 for the Project in the amount of \$0.00, to add schedule overage Owner Representative services to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 2 for Professional Services on the 11th day of August 2023 for the Project in the amount of \$34,580.00, to add Owner Representative services for Bid Package #1 Construction Phase Services to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 3 for Professional Services on the 5th day of February 2024 for the Project in the amount of \$0.00, to add Owner Representative services for the supporting the Eminent Domain process to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 4 for Professional Services on the 19th day of March 2024 for the Project in the amount of \$3,751,002.00, to add Owner Representative and Construction Management and Inspection services for Bid Packages 2 through 4 Construction Phase Services to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 5 for Professional Services on the 25th day of July 2024 for the Project in the amount of \$0.00, to add Owner Representative Schedule Extension, Environmental, and TWDB Application Support to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement #6 for Professional Services on the 22nd day of October 2024 for the Project in the amount of \$336,136.00, to add Construction Materials Testing (Performed by Terracon Consultants, Inc.) for Bid Packages 2 through 4; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, Fee and Schedule and Assignment and Subcontracting; and

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

l.

Article III. Scope of Services and Attachment 1 shall be amended as set forth in the attached Addendum to Attachment 1 (Item I. Basic Services and Item IV. Schedule).

Article IV. Compensation to Consultant and Attachment 1, shall be amended by increasing by \$336,136.00_the amount payable under the Agreement for a total of \$5,552,158.00, as shown by the attached Addendum to Attachment 1 (Item V. Fee Schedule).

Article XI. Assignment and Subcontracting shall be amended by adding <u>Terracon Consultants</u>, <u>Inc.</u> as an approved subcontractor.

2.

Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF PFLUGERVIL	LE	CONSULTANT						
		Man Wey	para					
(Signature)	(Signature)						
Printed Name:	Sereniah Breland	Printed Name:	Marisa Vergara, PE					
Title:	City Manager	Title:	Senior Vice President					
Date:		Date:	10/16/2024					
APPROVED AS	TO FORM:							
M	\bigcirc 1							

Charles E. Zech City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

ADDENDUM TO ATTACHMENT 1 SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT #6

SECONDARY COLORADO RIVER RAW WATER LINE - OWNER'S RESPRESENTATIVE CONSTRUCTION MATERIALS TESTING

PFLUGERVILLE, TEXAS

BACKGROUND

The City of Pflugerville's (Owner) has retained CP&Y, Inc. dba STV Infrastructure, Inc. (Consultant) to provide Owner's Representative Services throughout the construction phase of the Secondary Colorado River Raw Water Line Project (Project).

This Supplemental Agreement includes retaining and managing Terracon Consultants, Inc. to provide construction materials testing services during construction of Bid Packages 2 through 4 of the Project.

I. Basic Services

- A. Construction Phase Services
 - 1. Construction Materials Testing (Performed by Terracon Consultants, Inc.)
 - a. See Scope of Services include in attached Terracon Consultants, Inc. proposal.
 - b. Consultant will provide general oversight, billings, and management for the Terracon Construction Materials Testing contract.
 - c. Consultant will coordinate with Terracon for multi-package project setup, monthly progress and reporting updates, and conflict/issue resolution.
 - 2. Document Management and Control
 - a. Terracon shall utilize selected construction management software to upload test reports.
 - b. Consultant will monitor the upload of Terracon's logs to ensure accurate flow and distribution of test reports to the applicable Contractor and Design Consultant.
 - c. Consultant will compile Terracon test reports in an organized file for delivery to the City in electronic format as part of project closeout.

II. Assumptions

- A. Construction Contractor(s) responsible for coordinating with the City's 3rd party Construction Materials Testing lab and notifying the CMCI team when the testing activities will take place.
- B. City shall compensate Consultant for all testing incurred, and any repayment to the City required by the Contract documents for retesting or other tests deemed unsatisfactory shall be separately coordinated between the Contractor and City.

- C. Any additional assistance associated with litigation, mediation, arbitration, dispute review boards, or other legal and/or administration proceedings between the Owner and other entities associated with the project are not included in this contract but can be provided as an Additional Service at the Owner's request.
- D. The Construction Manager and Engineer of Record will be responsible for reviewing test reports and determining acceptance based on the test results.

III. Schedule

Construction Materials testing will be performed on an on-call basis throughout the construction of Packages 2, 3 and 4 of the Project. Based on the Design Consultants latest schedule, construction is anticipated to begin in November of 2024 and to be substantially complete by July of 2026.

IV. Fee Schedule

See attached Fee Schedule

Work performed by STV will be paid on a Lump Sum basis as percent complete of services completed. Construction Materials Testing work performed by Terracon will be on a time and materials basis for actual testing services performed during the construction of the project.

City of Pflugerville

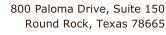
Secondary Colorado River Raw Water Line - Owner's Representative PSSA #6 - Construction Materials Testing

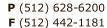
FEE SCHEDULE

						_	_								
Project Phase	Task Description	Project Manager	Senior Engineer	PE I	Senior Controls	Admin	Construction Manager	Field Engineer	Sr. Inspector	Total Labor Hours	Total Labor Costs	Subconsultant Cost (Terracon*)	Markup	Total Costs	
Filase		\$ 265.00	\$ 260.00	\$ 155.00	\$ 175.00	\$ 85.00	\$ 180.00	\$145.00	\$155.00	Hours	Costs	Cost (Terracon)			
I. BASIC SE	RVICES														
A.	Construction Phase Services														
1.	Construction Materials Testing	10				20	40	24		94	15,030.00	\$ 295,815.00	\$ 14,791.00		
2	Document Management and Control				60					60	10,500.00	\$ -	\$ -	\$ 10,500.00	
	TOTAL	10	0	0	60	20	40	24	0	154	\$25,530.00	\$ 295,815.00	\$ 14,791.00	\$ 336,136.00	
-		4.0					- 40		•	•					

*See Attachment

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Terracon.com

October 10, 2024

STV, Inc. 13809 Research Blvd #300 Austin, TX 78750

erracon

Attn: Mr. Wes Woods

E: wes.woods@stvinc.com

Re: Construction Materials Observation and Testing Services

Secondary CO River Raw WL

7701 Shelton Rd Austin, TX 78725

Terracon Consultants Inc. Proposal No. PAC241132 Rev. 2

Dear Mr. Woods,

Thak you for selecting Terracon Consultants, Inc. to provide Construction Materials Testing and Observation Services for the Secondary CO River Raw WL project. This proposal outlines our understanding of the scope of services to be provided by Terracon and includes unit fees for services we anticipate will be required for this project.

A. PROJECT INFORMATION

The proposed project is to include the construction of a new raw waterline between the existing Secondary Colorado River Pump Station and Lake Pflugerville.

Item	Description
Location	Latitude: 30.261717, Longitude: -97.662548
Sitework	Trench backfill, paving repairs
Foundations	Shallow footings
Structures	Generator pad, pipe supports

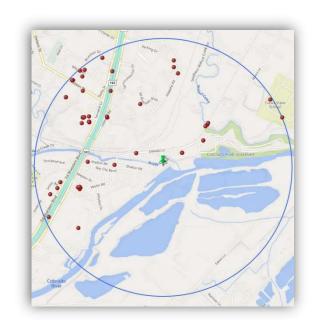
Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



As you can see from the map, Terracon has quite extensive experience near the project area.

Terracon prepared a scope of construction testing based our experience with similar size and type projects, available information, as well as review of the following documents:

Terracon Projects within a 1-mile radius of the **subject site**



Item	Description
Information Provided	 Package 2, 3, and 4 plans by Freese and Nichols dated May and June, 2024 Email confirmation of quantities from STV dated 9/18/2024 Email with additional quantities from STV dated 10/9/2024

B. WHY TERRACON



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project

within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

- Filters for Date Performed, Service Type and Test Result Status.
- Augmented Testing Reports with In-Place Locations.
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results.
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports.

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



C. SCOPE OF SERVICE

Our anticipated scope of services for construction materials observation and testing will include the following field services identified in Chapter 17 of the 2021 issue of the International Building Code (IBC) and services that are not in the IBC:

- Steel Construction (Section 1705.2)
- Concrete Construction (Section 1705.3) (includes Reinforcing Steel Inspection and Inspection for Anchors cast in concrete)
- Soils (Section 1705.6)

These services are described in greater detail in Exhibit B "Proposed Scope of Services for Construction Materials Observation and Testing" and includes project management.

D. COMPENSATION

Based on our review of the construction plans and information provided by the owner along with our experience with similar type construction projects, our fee estimate to provide the proposed scope of services is \$295,815.

If the design team believes we need to increase or decrease our scope of services / trip frequency, we would be happy to work with you in developing a scope and cost estimate to address the requested scope changes.

Charges for our services will be based on the quantities of services provided and the unit rates shown on the attached "Exhibit C." The actual cost of our services will be determined by the construction schedule and the quantity of services provided. Additional services may be requested upon request. For billing purposes, Terracon assumes that:

- Your designated scheduling representative will make good effort to provide clear notification to Terracon for the desired on-site arrival time of our technicians to perform the requested observation / testing services at least 72 hours (3 business days) for all trips made for the performance of structural steel testing/inspection services and 24 hours (1 business day) for all trips made for the performance of other testing/inspection prior to the desired on-site arrival time of our technicians to perform the requested observation / testing services (this is so we may schedule qualified personnel trained in the appropriate discipline), and
- The material(s) requested to be observed / tested are actually ready to be observed / tested upon our technician's arrival to the site (this is to eliminate / reduce any standby / equipment delay / etc. charges which could be incurred if the materials requested to be observed / tested are, in fact, not ready upon our technician's arrival to the site).

Please note that we will only be on-site as you or your designated scheduling representative schedules our services, and as our cost for services are most dependent on the contractor's schedule, our costs may very accordingly.

<u>Site Access and Safety.</u> 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

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



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.*

E. AUTHORIZATION

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

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

Sincerely,

Terracon Consultants, Inc.

(Firm Registration: TX F3272)

Harrison Schneider

Harrison J. Schneider, P.E. Department Manager, Construction Services

HJS/CPS Attached Exhibits Chris Schram

Chris P. Schram, P.E. Department Manager, Construction Services

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



EXHIBIT B PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SECONDARY CO RIVER RAW WL TERRACON PROPOSAL NO. PAC241132 REV. 2

The proposed scope of services provided by Terracon is described below. The purpose of these services is to observe various components of the construction and conduct specific tests to determine whether the materials and construction comply with the project requirements. These services are designed to provide a level of quality assurance (QA) for the client and are not intended to replace quality control tests and procedures required by the contractors and their suppliers. Terracon requires a complete set of construction plans and specifications approved for construction and any addenda or revisions approved during the construction process that would affect the construction related to the requested QA services.

If additional services are needed to comply with the construction documents or the government entity for special inspection requirements, Terracon should be contacted and requested to modify our proposed scope and estimated cost. The contractor has the responsibility to be familiar with the project requirements and to contact Terracon a minimum of 24 hours (one business day) prior to the time our services will be required. Terracon is not responsible for providing specified services if the client does not authorize Terracon to provide the services or if the contractor does not provide adequate notification for our scheduling purposes.

Terracon provides construction materials testing and observation services for a majority of the items required by the international building code and government entities. A brief summary of the scope of services that Terracon provides (when authorized and requested) for the special inspection items is provided below. This scope is based on the International Building Code special inspection requirements with some modifications.

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

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



EXHIBIT B PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SECONDARY CO RIVER RAW WL TERRACON PROPOSAL NO. PAC241132 REV. 2

1. Steel (Section 1705.2) – The Terracon scope of services includes visual observations of completed field welds and spot checks of weld sizes. Terracon also provides non-destructive testing of completed field welds when the project requires this type of testing and the testing is authorized by the client. Weld slag should be removed from all field welds prior to scheduling the weld observation. The contractor has the responsibility to schedule these services in a timely manner such that full access is available to all welds. In addition, the Terracon scope of services includes visual observations of selected bolted connections and spot checking of tightness of randomly selected bolts with a torque wrench when the specifications include bolt torque requirements. These services will be provided on a periodic basis.

The Terracon scope of services does not include shop fabrication inspection, inspection of welded connections completed during shop fabrication, inspection of joint fit-up and welding procedures/techniques or verification of framing for conformance with field erection tolerances.

Concrete (Section 1705.3) – The Terracon scope of services includes sampling concrete and conducting slump and concrete compressive strength tests. Terracon personnel do not have the authority / responsibility to accept or reject concrete even if it does not comply with the project specifications. Terracon will typically make 4-inch diameter, 8-inch high cylinders for compressive strength testing whenever the aggregate size allows; however, 6-inch diameter, 12-inch high cylinders will be used when larger aggregate is used in the concrete or when requested by the client (6"x12" cylinder rate will be used). We will rely on the contractor or his concrete supplier to provide adequate facilities for initial (and field) curing of test cylinders as required by ASTM C 31 test procedures. The Terracon scope of services does not include plastic unit weight testing of concrete.

The Terracon scope of services also includes spot observations of the formwork dimensions and the reinforcing steel size, spacing, and configuration on a periodic basis prior to concrete placement.

The Terracon scope of services related to anchors cast in concrete includes verification of bolt diameter, length, shape, and embedment in concrete. The contractor has the responsibility to schedule this observation prior to placement of concrete. In those cases where anchor bolts are drilled and epoxied into existing concrete foundations, Terracon should be contacted to be present during installation of the bolts in order to verify the bolt hole size, depth, and cleanliness as well as the application of epoxy and installation of bolts.

The Terracon scope of services does not include plastic unit weight testing of concrete continuous observation of concrete placement for proper application techniques, periodic observation of the maintenance of specified curing temperatures and/or techniques for constructed structures, review of the erection procedures and temporary bracing for precast concrete members or verification of in-situ concrete strength prior to removal of shores and forms.

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



EXHIBIT B PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SECONDARY CO RIVER RAW WL TERRACON PROPOSAL NO. PAC241132 REV. 2

3. Soils (Section 1705.6) – The Terracon scope of services includes sampling and testing of soils, periodic observation of earthwork operations, and moisture-density testing of subgrade and compacted fills.

The Terracon scope of services does not include verification of the use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill on a continuous basis. The Terracon scope of services also excludes sampling, testing and evaluation of materials below shallow foundations to determine whether they are adequate to achieve the design bearing capacity. The adequacy of shallow footing subgrade soils will be based on recommendations in the geotechnical engineering report (or structural engineer's notes if a geotechnical engineering report is not provided) and visual observations of the foundation excavation bottom.

or authority to review and approve the mastic and intumescent fire-resistant coatings or systems or deviations from systems. Our scope of services does not include observation of the substrate prior to application of the mastic and intumescent fire-resistant coatings.

4. **Project Management -** Terracon project management services include report review, data interpretation and signature; coordination with technicians and contractor personnel; participation in construction meetings when requested; preparation of budget status reports and invoices; and other related services to facilitate communication and coordination between the Terracon technicians and the contractor's personnel

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



EXHIBIT C

Fee Estimate Materials Services Secondary CO River Raw WL Terracon Proposal No. PAC241132 Rev. 2

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Materials Testing and Observations						
Soils						\$ 134,840.00
Soils Technician	\$ 70.00	3	hours	330	990	\$ 69,300.00
Standard Proctor	\$ 250.00	40	tests	1	40	\$ 10,000.00
Atterberg Limits Determination (3 pt.)	\$ 100.00	40	tests	1	40	\$ 4,000.00
Sieve Analysis (Washed over #200 sieve)	\$ 150.00	40	tests	1	40	\$ 6,000.00
Nuclear Gauge(Equipment)	\$ 22.00	4	tests	330	1320	\$ 29,040.00
Vehicle Mileage(Travel)	\$ 50.00	1	trips	330	330	\$ 16,500.00
Concrete Testing						\$ 27,750.00
Concrete Technician	\$ 65.00	3	hours	75	225	\$ 14,625.00
Compressive Strength of 4" x 8" Cylinder	\$ 25.00	5	tests	75	375	\$ 9,375.00
Vehicle Mileage(Travel)	\$ 50.00	1	trips	75	75	\$ 3,750.00
Reinforcing Steel Observations						\$ 19,500.00
Reinforcing Steel Technician	\$ 70.00	3	hours	75	225	\$ 15,750.00
Vehicle Mileage(Travel)	\$ 50.00	1	trips	75	75	\$ 3,750.00
Grout Testing						\$ 36,325.00
Concrete Technician	\$ 65.00	6	hours	35	210	\$ 13,650.00
Compressive Strength of 4" x 8" Cylinder	\$ 25.00	837	tests	1	837	\$ 20,925.00
Vehicle Mileage(Travel)	\$ 50.00	1	trips	35	35	\$ 1,750.00
Sample Pickup						\$ 14,400.00
Concrete Technician	\$ 65.00	2	hours	80	160	\$ 10,400.00
Vehicle Mileage(Travel)	\$ 50.00	1	trips	80	80	\$ 4,000.00
Structural Steel						\$ 11,400.00
CWI Technician	\$ 130.00	4	hours	20	80	\$ 10,400.00
Vehicle Mileage(Travel)	\$ 50.00	1	trips	20	20	\$ 1,000.00
Project Management						\$ 51,600.00
Project Manager	\$ 160.00	250	hours	1	250	\$ 40,000.00
Senior Engineer	\$ 180.00	45	hours	1	45	\$ 8,100.00
Clerical	\$ 70.00	50	hours	1	50	\$ 3,500.00
Total						\$ 295,815.00

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



EXHIBIT C SCHEDULE OF SERVICES AND FEES FOR CONSTRUCTION MATERIALS ENGINEERING

Project Services

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING

Soils Field Services

In place density / moisture test, nuclear method (ASTM D6938)	\$22.00
Soils Technician, per hour	\$70.00
Field Gradation of lime treated soil, each	\$60.00
Depth check of lime treated soil, each	\$30.00
Soil pH value, each	\$40.00
Sulfate Content, each	\$50.00

Structural Steel

Visual Inspection by CWI, per hour	\$130.00
Ultrasonic Testing by CWI, per hour	\$150.00
Ultrasonic Testing equipment / consumables, per day	\$180.00

Reimbursable Expenses

Direct non-salary project expenses for "outside" services are billed at cost plus 15 percent for handling. These include but are not limited to the following: travel and lodging, external consultants, environmental analytical tests, drilling, special supplies, permits, equipment, sampling, field testing, on-site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control or other support services.

<u>Remarks</u>

A four-hour minimum charge is applicable to all trips made for the performance of structural steel, firestopping, and wood testing/inspection services. A minimum charge of two hours will be assessed for trips to the project site for sample or cylinder pick up only and a three-hour minimum charge is applicable to all trips made for the performance of other testing, inspection, cancellations or consulting services.

All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office up to the nearest half hour.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on Saturdays.

Overtime rates of 2 times the quoted hourly rate will be applicable for all time worked on Holidays and Sundays.

Services that are not cancelled by the prior business day, during business hours (8am to 5pm), will be subject to a cancellation charge of \$200.

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Explore with us

Secondary CO River Raw WL Pflugerville, Texas October 10, 2024 Proposal No. PAC241132 Rev. 2



Remarks (continued)

Unit fees for tests not listed will be quoted on request.

Rush testing and inspection services are subject to a surcharge (to be negotiated).

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Terracon will submit invoices for services on a monthly basis. Payment for services shall be made within 30 days of receipt of the invoice in accordance with the Terracon "Agreement for Consulting Services" or "Authorization To Proceed". Additional administrative charges may be applicable if the client requires other invoicing procedures or payment terms.