

Attachment 5	Necessary Costs of Response
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STATE OF TEXAS
COUNTY OF FORT BEND

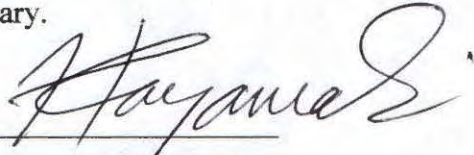
On this 15th day of January 2018, I certify that the preceding or attached document is a true, exact, complete, and unaltered copy made by me of Attachment 5 - Necessary Costs of Response,

(description of document)

presented to me by the document's custodian, C. William Smalling, and that,

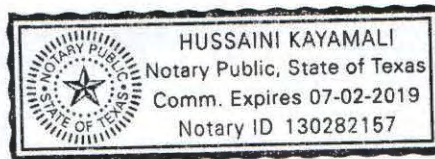
(Signature)

to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a Notary.



Notary Public Signature

(Seal)



1/15/2018

CAUSE NO. 4:17-cv-01850 CELESTINE HOLCOMB VS. DELORES BARNES	U.S. DISTRICT COURT SOUTHERN DISTRICT OF TEXAS HOUSTON, TEXAS DIVISION
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Response is defined in CERCLA Section 101(25) as remove, removal, remedy, and remedial action.

Response costs include, but are not limited to:

- the costs of site investigations; • enforcement costs, including PRP search costs; • sampling; • remedial studies;
- monitoring and testing (to identify the nature and extent of the release or threatened release, or the extent of the danger to public health, welfare, or the environment);....

Line Item	Date		Units			Extended Costs
Geosearch Report	5/26/2017					\$319.00
Attorney (1)	8/10/2017		1.00	\$300.00	per MH	\$300.00
(1) File Notices with National Resp	8/10/2017					
Attorney (2)	8/15/2017		0.50	\$300.00	per MH	\$150.00
(2) Visit COH Permitting	8/15/2017					
Attorney (3)	8/23/2017		1.00	\$300.00	per MH	\$300.00
(3) Site Visit for Terracon Estimate	8/23/2017					
Chain of Title Search {COT} (1)	10/3/2017					\$295.00
COT (1) - Barnes Property	10/3/2017					
COT Search (2)	10/3/2017					\$343.00
COT (2) - Holcomb Property	10/3/2017					
Enhance 1996 Aerial Photos	10/13/2017					\$470.00
Additional Aerial Photos	10/13/2017					\$188.00
Aerial Photo Postage	10/14/2017					\$81.00
Attorney (4)	10/26/2017		2.00	\$300.00	per MH	\$600.00
(4) Cost Reimbursement Petition to US EPA	10/26/2017					
Petition Postage	10/26/2017					\$40.00
RSB Environmental - Phase II Sampling	11/22/2017					\$3,000.00
RSB Environmental - Phase I Report	11/29/2017					\$1,650.00
Attorney Site Visit	12/1/2017		1.00	\$300.00	per MH	\$300.00
Attorney Site Visit	12/18/2017		1.00	\$300.00	per MH	\$300.00
A&B Lab Sample Analysis	12/18/2017					\$1,047.00
Attorney Site Visit	1/5/2018		1.00	\$300.00	per MH	\$300.00
A&B Lab Sample Analysis	1/5/2018					\$1,165.00
Attorney Sample Report Analysis	1/6/2018		2.00	\$300.00	per MH	\$600.00
TOTAL COST TO 1/16/2018						\$11,129.00

PREPARED BY PLAINTIFF ATTORNEY

Claude William Smalling

Attorney at Law

1700 Post Oak Blvd, 2 Blvd Place

Suite 600

Houston, TX 77056

713-513-7153

Email: bsmalling@billsmallinglaw.com

Barnes Tank Rupture Clean-up by Holcomb

Lab Expert Witness Report

Total

Fall 2017

02/16/2018

10,000.00

1,500.00

\$22,629.00



Invoice

PO Box 975353
Dallas, TX 75397-5353

74-2943057

DATE	INVOICE #
5/26/2017	17-5962
TERMS:	
Due upon receipt	

BILL TO

The Law Office of C. William Smalling, PC
Attn: Accounts Payable
P.O. Box 16211
Sugarland, TX 77496

Remit Payments to:

GeoSearch
P.O. Box 975353
Dallas, TX 75397-5353

Project #	Sales Rep	Order By	GS #	PO#
N/A	SWD	Bill Smalling	87985	N/A

QUANTITY	DESCRIPTION	RATE	AMOUNT
	GeoPreferred package with FIM includes: Radius Report, GeoPlus, Historical Aerial Photographs, Historical Topographic Maps, City Directory Abstract, & Fire Insurance Map Abstract (FIM).	295.00	295.00T
	7012 Banyan 7012 Banyan St Houston, Texas		
	Sales tax	8.25%	24.34

For questions call 888-396-0042

Total \$319.34

Payments/Credits \$0.00

Balance Due \$319.34

Payment Receipt

GeoSearch

PO Box 975353

Dallas, TX 75397-5353

Received From:

The Law Office of C. William Smalli...

The Law Office of C. William Smalling, PC

Attn: Accounts Payable

P.O. Box 16211

Sugarland, TX 77496

Date Received 06/01/2017
Payment Method MasterCard
Check/Ref. No. G3643394946

Payment Amount \$319.34

Invoices Paid

Date	Number	Amount Applied
05/26/2017	17-5962	-\$319.34



PO Box 975353
Dallas, TX 75397-5353

74-2943057

BILL TO

The Law Office of C. William Smalling, PC
Attn: Accounts Payable
P.O. Box 16211
Sugarland, TX 77496

Invoice

DATE	INVOICE #
10/23/2017	17-11600
TERMS:	
Due upon receipt	

Remit Payments to:

GeoSearch
P.O. Box 975353
Dallas, TX 75397-5353

Project #	Sales Rep	Order By	GS #	PO#
N/A	SWRO	Bill Smalling	94070	N/A

QUANTITY	DESCRIPTION	RATE	AMOUNT
2	Chain-of-Title Search	295.00	590.00T
	7012 Banyan 7012 Banyan St Houston, Texas		
	Sales tax	8.25%	48.68

For questions call 888-396-0042

Total \$638.68

Payments/Credits \$0.00

Balance Due \$638.68



Invoice

PO Box 975353
Dallas, TX 75397-5353

74-2943057

BILL TO

The Law Office of C. William Smalling, PC
Attn: Accounts Payable
P.O. Box 16211
Sugarland, TX 77496

DATE	INVOICE #
10/23/2017	17-11617
TERMS:	
Due upon receipt	

Remit Payments to:

GeoSearch
P.O. Box 975353
Dallas, TX 75397-5353

Project #	Sales Rep	Order By	GS #	PO#
N/A	SWRO	Bill Smalling	94109	N/A

QUANTITY	DESCRIPTION	RATE	AMOUNT
4	GeoReferenced Aerial Photographs	50.00	200.00T
	GeoReferenced Aerial Photographs-Raw File	20.00	20.00T
	7012 Banyan 7012 Banyan St Houston, Texas		
	Sales tax	8.25%	18.15

For questions call 888-396-0042	Total	\$238.15
	Payments/Credits	\$0.00
	Balance Due	\$238.15

Forensic

PHOTOGRAPHY VIDEOGRAPHY

Bob Jacobson, Forensic Photographer & Videographer
2719 Third Ave. San Diego, CA 92103
858-922-9961

Invoice Date: 10/24/2017

Service Invoice #: 295 Case: Areal Image Enhancement

Make check payable to: **Bob Jacobson**

CLIENT INFORMATION	
Company: The Law Office of C. William Smalling, PC	Phone: (713) 513-7153
Name: Bill Smalling	Email:
Address: 1700 Post Oak Blvd., 2 BLVD Place, Suite 600	Attorney: Bill Smalling

Service Date	Hours	Service Description	Fee/Hour	Amount
		2 hour minimum for enhancing an aerial image. Download, Convert to RAW image, crop to desired area, sharpen, add contrast, adjust color temperature and use several other filters and adjustments to create the clearest image possible without pixilation.	\$200	\$400
		INVOICE IS PAYABLE UPON RECEIPT	TOTAL	\$400

NOTE: Small JPEGs are used for email and computer monitors. Large JPEGs are used for large prints.
DISCLOSER NOTICE: The client, upon receiving digital files and/or prints of images or videos, hereby acknowledges that Bob Jacobson, photographer/videographer, is no longer responsible for maintaining any digital files or prints of the images or video received by client.
 Version 4/1/2017

A & B ENVIROMENT

10100 EAST FWY STE 10

HOUSTON, TX 77029

7134536060

Cashier: Revathi

Transaction 004046

Total	\$1,165.00
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CREDIT CARD SALE	\$1,165.00
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MASTERCARD 7385

Retain this copy for statement
validation

05-Jan 2018 2:04:00P

\$1,165.00 | Method: KEYED

MASTERCARD

XXXXXXXXXXXX7385

Ref #: 800500519001

Auth #: 00504B

MID: *****9883

AthNtwkNm: MASTERCARD

SIGNATURE VERIFIED

Online: <https://clover.com/p/A08JD0VJS9Z7W>

A & B ENVIROMENTAL

10100 EAST FWY STE 100

HOUSTON, TX 77029

7134536060

Cashier: Diane

Transaction 003966

Total	\$1,147.50
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CREDIT CARD SALE	\$1,147.50
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MASTERCARD 7385

Retain this copy for statement
validation

18-Dec-2017 2:00:56P

\$1,147.50 | Method: KEYED

MASTERCARD

XXXXXXXXXXXX7385

Ref #: 735200518261

Auth #: 01826B

MID: *****9883

AthNtwkNm: MASTERCARD

SIGNATURE VERIFIED

Online: [https://clover.com/p/
F9PWB27HYN2W4](https://clover.com/p/F9PWB27HYN2W4)



November 22, 2017

Mr. Bill Smalling
The Law Office of C. William Smalling, PC
1700 Post Oak Boulevard,
2 Blvd Place, Suite 600,
Houston, TX 77056
bsmallings@billsmallinglaw.com

Re: Soil Sampling Services for an acre property located at 7012 Banyan, Houston 77028
RSB Proposal No.: P.171139

Dear Mr. Smalling,

RSB Environmental (RSB) appreciates the opportunity to submit this proposal to you for providing Environmental Services related to soil sampling and analysis. RSB proposes the following scope of work to complete the proposed project.

SCOPE OF WORK

Soil Sampling and Analysis Report

As requested by the client RSB proposes to collect 5 surface soil grab samples from the areas picked by the client and will submit them to accredited lab for analyzing any hazardous constituents.

The soil collected will be delivered, under chain of custody (COC) to an accredited laboratory for analyses. Each of the samples will be analyzed for RCRA Hazardous metals, Benzene, Toluene, Ethylbenzene, Xylene (BTEX) and methyl-tertiary butyl ether (MTBE), volatile organic compounds (VOCs) using EPA Test Method 8260, TPH using TX 1005 and Polycyclic Aromatic Hydrocarbons (PAH) using EPA Test Method 8270. Upon receipt of laboratory analytical results, RSB will prepare a narrative report of findings that includes maps, laboratory analytical reports, soil boring logs, and tabled data in relation to regulatory compliance levels of constituents. Conclusions and recommendations will also be included in the narrative report of findings.

COST AND SCHEDULE

Based on our outlined scope of work, RSB proposes to complete the scope of work outlined for a cost of **\$3,000 Lump Sum (including all expenses)**.

Your Environmental Business Partners

Corporate Office: 6001 Savoy Dr., Ste. 110 ● Houston, Texas 77036 ● 832.291.3473

Project Offices Nationwide

Phone: 1.800.304.6517 ● www.rsbenvironmental.com

The Law Office of C. William Smalling, PC
Limited Phase II ESA
RSB Proposal No. P.171139

This cost includes all field work, subcontractor fees, and report preparation. RSB will call in a public utility locate at the property 72 hours before drilling/probing activities.

RSB can begin work on the project right away after receiving an authorization to proceed from you and can submit Final report **within 7 business days after contract is signed.**

ASSUMPTIONS

The cost in this proposal was based taking into consideration the following assumptions:

- A site visit will be required to complete the Project.
- Client will provide site contact name and access to the site
- Final report will provided electronically as a pdf file.
- This proposal assumes that the soil samples will be taken manually and no drilling equipment is required.

If you should have any questions or comments relating to the scope of work and proposal, please do not hesitate to contact us at (832) 291-3473. RSB appreciates the opportunity to offer our professional services to you. We are looking forward to working with you in this and future projects.

Sincerely,
RSB Environmental

Sabina Patel
Sabina Patel
Office Manager

Sachin Butala
Sachin Butala, P.E.
Principal

Your Environmental Business Partners

The Law Office of C. William Smalling, PC
 Limited Phase II ESA
 RSB Proposal No. P.171139

Agreement for Environmental Consulting Services

It is agreed this _____ day of 2017 between **RSB Environmental** ("Consultant") and **The Law Office of C. William Smalling, PC** ("Client") as follows:

1. Scope: Consultant shall provide those services set forth in the proposal **P.171139** attached hereto and made a part hereof.

The following is a summarized scope of work discussed in the reference proposal:

Soil Sampling Services\$3,000 (Lumpsum including all expenses)

2. **Invoices:** Invoices will be issued on a monthly basis or upon completion of the application if less than the one- month period, and shall be in accordance with Consultant's Schedules for Fees, Office Costs, and Project Site Costs.
3. **Payment:** All accounts are due and payable in full upon receipt of the product/ service. Accounts not paid when due are subject to an interest charge calculated at eighteen percent (18%) or 1.5% per month. Disputes of any billings must be put in writing within ten (10) days of receipt of the invoice with non-disputed portions of the billing being paid as aforesaid. Cost of collection, including attorney fees and other costs incurred in any delinquent amounts, shall be paid by Client.
4. **Insurance and Indemnity:** Consultant shall maintain, for the duration of the services provided hereunder, the following types of insurance:

Type	Limits
Workers' Compensation	Statutory Limits (incl. waiver/subrogation)
Employer's Liability	\$1,000,000 per occurrence (incl. waiver/subrogation)
Commercial General Liability (BI/PD-CSL)	\$1,000,000 per occurrence (incl. waiver/subrogation)

Client shall assume (and at its election may insure) all risk of loss or physical damage to its existing facility, any related project work, and any other property or work of Client at or near the site of Consultant's work. Such assumption shall include, but not be limited to, any environmental risk or environmental damage, as well as surface and subsurface conditions, arising out of the work undertaken by Consultant. Client hereby waives all right of recovery against Consultant, and shall obtain waivers of subrogation on all policies maintained, in connection with any related work of Consultant for or at Client's existing facility. Client shall name Consultant as an Additional Insured on any specific project Builder's Risk type insurance obtained for the work arising out of or in connection with the consulting services provided hereunder.

To the extent of the proceeds of the insurance policies listed above, Consultant shall indemnify, defend, and hold Client harmless from and against all liability, claims, or demands for injuries or damage to any person or third party property (excluding Client's property or the work itself) caused by the negligence, gross negligence or willful misconduct of Consultant, its servants, employees, agents, or representatives. The obligations of this indemnification shall not cover the work product of consultant which is limited solely by the warranty in Paragraph 8 below.

In all cases, any waivers of subrogation and naming of additional insurance shall be limited to the liabilities assumed by the Parties under this Agreement.

The cost of insurance coverage provided by Consultant in Paragraph 4 is included in the Fee Schedule. Should special coverage or additional liability insurance be required, Consultant shall advise Client of same and the Parties shall agree on how such insurance coverage will be handled.

5. **Right of Entry:** Permission for site access to perform the work is the sole responsibility of Client. Extra costs associated with limited site access will be chargeable to Client. Reasonable precautions will be taken to minimize damage to the land from the use of equipment by Consultant, but no liability for land restoration is assumed or included in Consultant's fees. Land restoration will be accomplished by Client as deemed necessary by Client. Client agrees to provide Consultant (and subcontractors) with a safe worksite.
6. **Delay/Acceleration:** Any client request to delay, suspend, cancel, or accelerate the project schedule after notice to proceed is given must be made by Client in writing. Any costs incurred by Consultant arising out of such Client direction, as well as fees and costs incurred prior to such notice, shall be paid by Client in accordance with the payment provisions of this Agreement.
7. **Confidential Information:** Consultant shall hold in confidence and not use or disclose to others during or subsequent to

Your Environmental Business Partners

The Law Office of C. William Smalling, PC
 Limited Phase II ESA
 RSB Proposal No. P.171139

the term of this Agreement, except as is authorized in writing by Client, any information regarding Client's plans, programs, plants, processes, equipment, costs, operations, or customers that may come within the knowledge of Consultant or its employees in the performance of, or as a result of this Agreement. Consultant shall exert every reasonable effort to restrict the knowledge of all information regarding any aspect of its work to employees, vendors, or subcontractors connected with performing the work: provided, however, that nothing herein shall prevent Consultant from disclosing to others or using in any manner (i) information that is or becomes a part of the public domain other than by acts or of Consultant or its employees, vendors or subcontractors in violation of this Agreement, (ii) information that lawfully becomes available to Consultant on a non-confidential basis from a third party, (iii) information that Consultant can prove was in its possession at the time it entered into this Agreement and was not acquired directly or indirectly from Client, or (iv) is required to be disclosed by operation of law, provided, Consultant shall promptly, provide Client with written notice of the required disclosure, to the extent such notice is permitted by law, in order to allow Client sufficient time to either legally contest such required notice or seek to limit the disclosure to the maximum extent allowed by law.

8. **Warranty:** Client shall be solely responsible for the quantity and quality of documents and/or reports provided to Consultant and for the accuracy and completeness of all data or information furnished to Consultant by Client or others on behalf of Client. By the furnishing of such data and information, Client acknowledges that Consultant's scope of work hereunder is limited to the expressed directions provided by Client. Consultant shall be required to provide no other services without written agreement with Client. Consultant warrants that it will perform its services in accordance with the standards of care and diligence normally practiced by recognized consulting firms in the performance of services of a similar nature.
9. **Consequential Damages:** Neither Consultant nor Client shall be liable to the other for any consequential damages arising as a result of this Agreement, including, but not limited to, loss of use or loss of profit.
10. **Limitations:** Subject to the provisions of paragraph 4, the warranty in paragraph 8 above shall constitute Consultant's sole liability with respect to Consultant's services, and Client shall indemnify, defend, and hold Consultant harmless from all costs in excess thereof. Releases from, and limitations on, liability as set forth in this Agreement shall apply irrespective of the fault, negligence, strict liability, or otherwise of the Party released or whose liability is limited, and shall extend to the officers, directors, agents, and employees of the Parties and their related and affiliated entities.
11. **Entire Agreement:** This Agreement, including referenced attachments, exhibits, and appendices, constitutes the entire agreement between the parties. Authorization to proceed, either verbally or in writing, will be pursuant to this Agreement and will be deemed to constitute acceptance by Client of this Agreement. Printed terms and conditions contained in purchase orders or other such documents issued by Client with respect to Consultant's services shall be of no force or effect.
12. **Amendments:** No amendment to this Agreement shall be valid unless in writing and signed by the Parties.
13. **Choice of Law/Venue:** This Agreement shall be governed by the laws of the State of Texas.

RSB Environmental

Printed Name: Sachin Butala, P.E.

Signed: 

Title: Principal

Date: 11/22/2017

The Law Office of C. William Smalling, PC

Printed Name: _____

Signed: _____

Title: _____

Date: _____

11-27-2017

The Law Office of C. William Smalling

Mr. Bill Smalling
bsmallings@billsmallinglaw.com
1700 Post Oak Boulevard,
2 Blvd Place, Suite 600,
Houston TX 77056

Re: **Phase I Environmental Site Assessment**
for a an acre property located at 7012 Banyan, Houston 77028
RSB Proposal P.171146

Dear Mr. Smalling,

RSB Environmental (RSB) appreciates the opportunity to submit this proposal to you for providing Environmental Services related to Phase I Environmental Site Assessment per ASTM E1527-13 Standard at the above mentioned facility. RSB proposes the following scope of work to complete the proposed project.

SCOPE OF WORK

Phase I Environmental Site Assessment

RSB will complete a Phase I Environmental Site Assessment (ESA) of the property as described above in accordance with the American Society of Testing Materials (ASTM) Standard Practice E-1527-13 and the Environmental Protection Agency's (EPA's) Standards and Practices for All Appropriate Inquiries. A breakdown of the specific items is presented below:

The Phase I ESA's will be completed to comply with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) standards and in general will include the following:

- Review records of State, Federal and Local regulatory authorities, permits, citations, violations, institutional and/or engineering controls etc. relating to the Site and adjacent properties per ASTM standards;
- Conduct a Site reconnaissance of the Site and adjacent properties to determine if activities on the Site or the adjacent properties have or may have any potential impact on the Site;
- Review of User provided information, including but not limited to reports, letters, correspondence and a chain of title review back to the time of Site development; to include any additional items RSB may determine to exist;
- Review soils information available through the United States Department of Agriculture (USDA), Soil Conservation Service;
- Review geologic information per ASTM standards, as available; and
- Review Site history as revealed through available historical aerial photographs or other available historical sources for the Site and surrounding properties.

The Environmental Site Assessment will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-13 and the Client Scope of Work.

As part of this assessment, a User Questionnaire will be forwarded to you (the User) to complete and return to RSB. This questionnaire is intended to prompt the User to provide any relevant information to RSB to satisfy the User responsibilities of ASTM E 1527-13. Relevant information would include previous Phase I Phase II, asbestos and other environmentally-related documentation, property valuation reduction data, environmental lien search documentation, and/or other pertinent information.

COST AND SCHEDULE

Your Environmental Business Partners

Based on our outlined scope of work, RSB proposes to complete the scope of work outlined for a cost of **\$1,650 Lump Sum including all expenses.**

RSB can begin work on the project right away after receiving an authorization to proceed from you and can submit Final ESA report **within 10 days after contract is signed.**

ASSUMPTIONS

The cost in this proposal was based taking into consideration the following assumptions:

- A site visit will be required to complete the Project.
- Client will provide site contact name and access to the site
- Final report will provided electronically as a pdf file.

If you should have any questions or comments relating to the scope of work and proposal, please do not hesitate to contact us at (832) 291-3473. RSB appreciates the opportunity to offer our professional services to you. We are looking forward to working with you in this and future projects.

Sincerely,

RSB Environmental



Sabina Patel
Office Manager



Sachin Butala, P.E.
Principal

Your Environmental Business Partners

Agreement for Environmental Consulting Services

It is agreed this _____ day of 2017, between **RSB Environmental** ("Consultant") and **The Law Office of C. William Smalling** ("Client") as follows:

1- Scope: Consultant shall provide those services set forth in the proposal P.171146 attached hereto and made a part hereof.

The following is a summarized scope of work discussed in the reference proposal:

Phase I Environmental Site Assessment \$1,650 lumpsum

2- Invoices: Invoices will be issued on a monthly basis or upon completion of the application if less than the one-month period, and shall be in accordance with Consultant's Schedules for Fees, Office Costs, and Project Site Costs.

3- Payment: All accounts are due and payable in full upon the receipt of the product/ service. Accounts not paid when due are subject to an interest charge calculated at eighteen percent (18%) or 1.5% per month. Disputes of any billings must be put in writing within ten (10) days of receipt of the invoice with non-disputed portions of the billing being paid as aforesaid. Cost of collection, including attorney fees and other costs incurred in any delinquent amounts, shall be paid by Client.

4- Insurance and Indemnity: Consultant shall maintain, for the duration of the services provided hereunder, the following types of insurance:

Type	Limits
Workers' Compensation	Statutory Limits (incl. waiver/subrogation)
Employer's Liability	\$1,000,000 per occurrence (incl. waiver/subrogation)
Commercial General Liability (BI/PD-CSL)	\$1,000,000 per occurrence (incl. waiver/subrogation)

Client shall assume (and at its election may insure) all risk of loss or physical damage to its existing facilities, any related project work, and any other property or work of Client at or near the site of Consultant's work. Such assumption shall include, but not be limited to, any environmental risk or environmental damage, as well as surface and subsurface conditions, arising out of the work undertaken by Consultant. Client hereby waives all right of recovery against Consultant, and shall obtain waivers of subrogation on all policies maintained, in connection with any related work of Consultant for or at Client's existing facilities. Client shall name Consultant as an Additional Insured on any specific project Builder's Risk type insurance obtained for the work arising out of or in connection with the consulting services provided hereunder.

To the extent of the proceeds of the insurance policies listed above, Consultant shall indemnify, defend, and hold Client harmless from and against all liability, claims, or demands for injuries or damage to any person or third party property (excluding Client's property or the work itself) caused solely by the gross negligence or willful misconduct by Consultant, its servants, employees, agents, or representatives. The obligations of this indemnification shall not cover the work product of consultant which is limited solely by the warranty in Paragraph 8 below.

In all cases, any waivers of subrogation and naming of additional insurance shall be limited to the liabilities assumed by the Parties under this Agreement.

The cost of insurance coverage provided by Consultant in Paragraph 4 is included in the Fee Schedule. Should special coverage or additional liability insurance be required, Consultant shall advise Client of same and the Parties shall agree on how such insurance coverage will be handled.

Your Environmental Business Partners

5- Right of Entry: Permission for site access to perform the work is the sole responsibility of Client. Extra costs associated with limited site access will be chargeable to Client. Reasonable precautions will be taken to minimize damage to the land from the use of equipment by Consultant, but no liability for land restoration is assumed or included in Consultant's fees. Land restoration will be accomplished by Client as deemed necessary by Client. Client agrees to provide Consultant (and subcontractors) with a safe worksite.

6- Delay/Acceleration: Any client request to delay, suspend, cancel, or accelerate the project schedule after notice to proceed is given must be made by Client in writing. Any costs incurred by Consultant arising out of such Client direction, as well as fees and costs incurred prior to such notice, shall be paid by Client in accordance with the payment provisions of this Agreement.

7- Confidential Information: Consultant shall hold in confidence and not use or disclose to others during or subsequent to the term of this Agreement, except as is authorized in writing by Client, any information regarding Client's plans, programs, plants, processes, equipment, costs, operations, or customers that may come within the knowledge of Consultant or its employees in the performance of, or as a result of this Agreement. Consultant shall exert every reasonable effort to restrict the knowledge of all information regarding any aspect of its work employees, vendors, or subcontractors connected with performing the work: provided, however, that nothing herein shall prevent Consultant from disclosing to others or using in any manner (i) information that is or becomes a part of the public domain other than by acts or of Consultant in violation of this Agreement, (ii) information that lawfully becomes available to Consultant on a non-confidential basis from a third party, (iii) information that Consultant can prove was in its possession at the time it entered into this Agreement and was not acquired directly or indirectly from Client, or (iv) is required to be disclosed by operation of law.

8- Warranty: Client shall be solely responsible for the quantity and quality of documents and/or reports provided to Consultant and for the accuracy and completeness of all data or information furnished to Consultant by Client or others on behalf of Client. By the furnishing of such data and information, Client acknowledges that Consultant's scope of work hereunder is limited to the expressed directions provided by Client. Consultant shall be required to provide no other services without written agreement with Client. Consultant warrants that it will perform its services in accordance with the standards of care and diligence normally practiced by recognized consulting firms in the performance of services of a similar nature.

9- Consequential Damages: Neither Consultant nor Client shall be liable to other for any consequential damages arising as a result of this Agreement, including, but not limited to, loss of use or loss of profit.

10- Limitations: The warranty in paragraph 8 above shall constitute Consultant's sole liability with respect to Consultant's services, and Client shall indemnify, defend, and hold Consultant harmless from all costs in excess thereof. Releases from, and limitations on, liability as set forth in this Agreement shall apply irrespective of the fault, negligence, strict liability, or otherwise of the Party released or whose liability is limited, and shall extend to the officers, directors, agents, and employees of the Parties and their related and affiliated entities.

11- Entire Agreement: This Agreement, including referenced attachments, exhibits, and appendices, constitutes the entire agreement between the parties, Authorization to proceed, either verbally or in writing, will be pursuant to this Agreement and will be deemed to constitute acceptance by Client of this Agreement. Printed terms and conditions contained in purchase orders or other such documents issued by Client with respect to Consultant's services shall be of no force or effect.

12- Amendments: No amendment to this Agreement shall be valid unless in writing and signed by the Parties.

13- Choice of Law/Venue: This Agreement shall be governed by the laws of the State of Texas.

Your Environmental Business Partners



RSB Environmental

Printed Name: Sachin Butala, P.E.

Signed: *Sachin Butala*

Title: Principal

Date: 11-27-2017

The Law Office of C. William Smalling

Printed Name: C WILLIAM SMALLING

Signed: */s/ C William Smalling*

Title: Attorney

Date: November 28, 2017

Your Environmental Business Partners