

October 11, 2017

Mr. C. William Smalling
The Law Office of C. William Smalling, PC
1700 Post Oak Boulevard,
2 BLVD Place, Suite 600
Houston, Texas 77056

Tel: (713) 513-7153
Email: bsmalling@billsmallinglaw.com

Re: Proposal for Limited Site Investigation
Trucking Facility
7012 Banyan Street
Houston, Texas
Terracon Proposal P92177759

Dear Mr. Smalling:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct a Limited Site Investigation (LSI) at the above-referenced site. An outline of the project, Terracon's LSI scope of services, including schedule and compensation, are provided in the following sections:

A. PROJECT INFORMATION

The site is located at 7012 Banyan Street in Houston, Texas. According to Harris County Appraisal District (HCAD) on-line information, site consists of 41,060 square foot (sf) of land. The site is improved with a residential and other smaller structures.

The scope of work has been developed based on a site visit conducted by Terracon on August 23, 2017. During the site numerous soil mounds were observed at the site where various types of drums were buried within the soil mounds. Also, numerous aboveground storage tanks (ASTs) of various capacities were observed at the site.

Terracon Consultants Inc., 11555 Clay Road, Houston, TX, 77043

P 713-690-8989 F 713-690-8787



B. COMMITMENT TO SAFETY

Terracon has a commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting with field personnel to review health and safety needs for this specific project. At this time, we anticipate performing the fieldwork in a USEPA Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, while sampling activities are being conducted in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure. We will contact you should this occur and provide an estimate of any additional costs.

C. SCOPE OF SERVICES

The objective of the proposed LSI is to investigate soil and groundwater at the site for chemicals-of-concern (COCs) associated with the soil mounds and ASTs. Please note that the intent of the proposed scope of work is to assess only whether contaminants are present in selected locations considered likely to have been impacted by the RECs identified above. This proposed scope of work is not intended to provide a comprehensive understanding of the extent of impact to soil or groundwater, or of potential costs which may be incurred if remediation is necessary, or of times required to achieve regulatory closure, if appropriate. Based on the results of the proposed LSI, Terracon will advise the client of recommended additional investigation or consulting services, as appropriate, if contaminants are discovered in soil or groundwater.

Following receipt of your Notice to Proceed and no later than 48 hours prior to intrusive activities, we will contact a utility locator to arrange for public underground utility locates at the site. Utilities on private land that are not located by public companies will be located by property owner/operator. Please note that, in accordance with the Agreement for Services, the 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.

1. Soil Borings

Ten soil borings will be advanced at the site in reasonably accessible locations. The soil borings will be advanced utilizing a hollow stem auger rig under the supervision of a State of Texas licensed monitor well driller. Sampling equipment will be decontaminated prior to commencement of the project and following the drilling of each soil boring using a nonphosphate detergent and potable water wash followed by a potable water rinse.

The soil borings will be advanced to a depth of 15 feet below ground surface (bgs). Five of the borings will be advanced to a depth where the first groundwater-bearing unit is encountered. For purposes of this proposal, it is assumed that the borings will be advanced to a depth of 40 feet bgs.

Soil cores will be collected continuously to document lithology, color, relative moisture content and visual or olfactory evidence of petroleum hydrocarbons. In addition, the cores will be scanned in the field with an organic vapor monitor (OVM) equipped with a photoionization detector (PID) for the presence of volatile organic vapors.

2. Groundwater Monitor Well Installation

Upon completion, five of the ten soil borings will be converted to a groundwater monitor well using the following procedures:

- Installation of 10 feet of 2-inch diameter, 0.010-inch machine slotted PVC well screen with a threaded bottom cap;
- Installation of 2-inch diameter, threaded, flush-joint PVC riser pipe to surface;
- Addition of pre-sieved 20/40 grade silica sand for annular sand pack around the well screen from the bottom of the boring to approximately 2 feet above the top of the well screen;
- Placement of 2 feet of hydrated bentonite pellets above the sand pack;
- Addition of cement/bentonite slurry to the surface; and
- Installation of an 8-inch diameter, circular, bolt-down, steel, monitor well cover with a locking well cap inset in a flush-mount, concrete well pad.

Subsequent to installation, the monitor well will be developed by removing groundwater until groundwater appears relatively clear and free of sediment.

The elevation of the top of the well casing will be surveyed relative to an arbitrary on-site benchmark. Groundwater levels in the monitor wells will be measured and used in combination with the casing elevations to evaluate direction of groundwater flow and gradient.

3. Sampling and Analysis Program

Terracon will collect soil samples from each soil boring from the zone exhibiting the highest potential for environmental impact based on visual, olfactory or PID evidence. If no evidence of chemical impact is identified in the field, a sample will be collected from an interval selected in the field. If additional soil samples are collected due to field screening and observations, the additional soil samples will be placed on hold at the laboratory until Terracon discusses the possible additional analyses with the client and receives authorization for the additional analyses.

In addition, Terracon will collect up to ten soil samples from the soil mounds.

The monitor wells will be allowed to stabilize for a period of at least 48-hours after development of the wells prior to purging and sampling. The groundwater monitor wells will be purged and sampled using low-flow sampling techniques. The monitor wells will be purged until groundwater quality parameters pH, oxidation/reduction potential, dissolved oxygen, temperature, and conductivity have stabilized. Groundwater samples will then be collected from each of the monitor wells using the low-flow-rate pump.

In addition, one set of groundwater samples from each temporary groundwater sampling point will be filtered in the field using a 10 micron filter for potential analysis pending results on the metals analyses of the non-filtered samples. Suspended sediments in non-filtered groundwater samples can result in potential false positives results for metals.

The soil and groundwater samples will be collected in laboratory-supplied glassware and/or TerraCore™ kits and placed on ice in a cooler. The samples will be transported to a selected analytical laboratory along with a completed chain-of-custody form. The planned analytical program is outlined in the table below.

Soil Boring/Monitor Well (MW) Location	Matrix/No. of Samples	Parameter (Test Method No.)	Sample Collection Rationale
Ten borings/Five MWs across the site	Soil: 1 sample per boring (10 total) Water: 1 sample per TSP (5 total)	VOCs (EPA 8260B) SVOCs (EPA 8270C) TPH (TCEQ TX 1005) Priority Metals (EPA 6020B/7471A)* Pesticides (EPA 8081) Organochlorine Pesticides (EPA 8141) Herbicides (EPA 8151) PCBs (8082)	Evaluate presence of suspected constituents
Ten soil samples from the soil mounds	Soil: 10 samples	VOCs (EPA 8260B) SVOCs (EPA 8270C) TPH (TCEQ TX 1005) Priority Metals (EPA 6020B/7471A) Pesticides (EPA 8081) Organochlorine Pesticides (EPA 8141) Herbicides (EPA 8151) PCBs (8082)	Evaluate presence of suspected constituents
Drummed soil cuttings/waste cores	Soil: 1 composite sample	VOCs (EPA 8260B) SVOCs (EPA 8270C) TPH (TCEQ TX 1005) Priority Metals (EPA 6020B/7471A)	Characterize waste for potential disposal

* Filtered and non-filtered groundwater samples will be collected for metal analyses. Filtered samples will be only analyzed if results of non-filtered samples indicate a TCEQ Action Level exceedence only for metal(s) to evaluate for potential false positive results due to suspended sediment.

TPH - total petroleum hydrocarbons
VOCs - volatile organic compounds
SVOCs - semivolatile organic compounds
PCBs - polychlorinated biphenyls

4. Management of Investigation Derived Waste (IDW)

Soil cores not retained for analytical testing and purge water generated from the temporary groundwater sampling points will be containerized in 55-gallon drums and stored at the site. The drums will bear labels to document the contents of the drum and provide a name and telephone

Proposal for Limited Site Investigation

Trucking Facility ■ Houston, Texas

October 11, 2017 ■ Terracon Proposal No. P92177759



number for the client contact. Upon receipt of analytical results, the materials will be classified for disposal. Terracon will complete the necessary waste profile forms and manifests for disposal of the IDW. A representative of the Client will be required to sign the forms and manifests as the generator. For the purposes of this proposal, it is assumed that the materials can be disposed as a Class II (nonhazardous) waste. If the materials cannot be disposed as a Class II waste, a revised cost estimate will be submitted to you for your approval for the proper disposal of the materials. If no contaminants are detected in soil and groundwater, the soil cores and purge water can be managed as unaffected materials and, with landowner permission, dispersed at the site. Please note that, in accordance with the attached Agreement for Services, the Client is responsible for directing the disposition of any waste generated by the services herein, including the IDW. By offering to manage the IDW, Terracon in no way assumes responsibility for proper disposition of the waste, but is providing this activity as a service to our client.

5. Report Preparation

Upon completion of field activities, Terracon will contact the client to provide a summary of field observations. It should be noted that the field observations will be of a preliminary nature, and that confirmation through laboratory analysis will be required prior to providing any appropriate recommendations. Upon completion of site activities and laboratory analyses, a final report will be prepared that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Soil boring logs;
- Analytical laboratory results;
- Data evaluation and presentation of pertinent findings; and
- Recommendations concerning further action, if necessary.

Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These LSI services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-11.

Proposal for Limited Site Investigation

Trucking Facility ■ Houston, Texas

October 11, 2017 ■ Terracon Proposal No. P92177759



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

6. Schedule

Terracon is prepared to commence work on this project within five days following receipt of written notification to proceed. We anticipate completing the field activities in two to three days. The standard analytical turnaround time is seven working days (expedited turnaround is available at an additional charge). Preliminary verbal results of the LSI may be available within [24 hours] of Terracon's receipt of laboratory analytical reports. The LSI report will be available [two weeks] following Terracon's receipt of final laboratory analytical reporting. This written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

The client agrees to provide Terracon with all existing as-built plans including underground utilities and structures prior to commencement of field activities.

7. Reliance

The LSI report will be prepared for the exclusive reliance of The Law Office of C. William Smalling, PC. Reliance by any other party is prohibited without the written authorization of The Law Office of C. William Smalling, PC and Terracon.

If the client is aware of additional parties that will require reliance on the LSI report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the LSI report to those approved parties upon receipt of a fully executed Reliance Agreement. If, in the future, the client and

Proposal for Limited Site Investigation

Trucking Facility ■ Houston, Texas

October 11, 2017 ■ Terracon Proposal No. P92177759



Terracon consent to reliance on the LSI, upon receipt of an additional fee, reliance will be provided through the use of Terracon's Reliance Agreement, which must be signed by all parties.

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

D. COMPENSATION

The Scope of Services as outlined in this proposal will be performed on a time and material (T&M) basis in accordance with the attached Fee Schedule an estimate cost of **\$58,000** for the investigation plus the characterization, transportation and disposal of the investigation derived wastes (based on the defined assumptions in Section C.4). If as a result of these services, additional work is required outside the scope of this proposal, we will contact you and a revised cost estimate for the additional work will be provided. No work outside the scope of this proposal will be completed by Terracon without your prior approval.

This proposal and cost estimate were prepared based on the following assumptions:

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services,
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment, requirements, unsound structural conditions, etc.),
- Utilities on private land that are not located by public companies will be located by property owner/operator,
- Work can be performed during normal business hours (Monday through Friday, 7:00 AM to 7:00 PM),
- Traffic control services are not required, and

Proposal for Limited Site Investigation

Trucking Facility ■ Houston, Texas

October 11, 2017 ■ Terracon Proposal No. P92177759



- The site is readily accessible by a truck.

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

Please note that payment of 50 percent will be required prior to start of work. The remaining 50 percent will be required prior to delivery of the final report. Acceptable payment methods include credit cards (MasterCard, VISA, and Discover), a cashier's check, or corporate checks. Terracon will forward an invoice to the client prior to report delivery to facilitate payment.

E. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it to Terracon. This Proposal and the attached Agreement for Services shall constitute the exclusive terms and conditions and services to be performed for this project. Terracon's total fee is due upon receipt of Terracon's invoice. This proposal is valid only if authorized within sixty days from the date of this proposal.

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

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Arun Neupane".

Arun Neupane
Senior Project Scientist
Houston Office

A handwritten signature in blue ink, appearing to read "Prasad Rajulu".

Prasad Rajulu, P.E.
ESI Group Manager
Houston Office

attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between The Law Office of C. William Smalling, PC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Trucking Site project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/11/2017 ("Proposal") 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 Scope of Services section of the Proposal ("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. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. 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 Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. 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 Texas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By: [Signature] Date: **10/11/2017**
 Name/Title: **Prasad Rajulu / Department Manager I**
 Address: **11555 Clay Rd Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Prasad.Rajulu@terracon.com**

Client: **The Law Office of C. William Smalling, PC**
 By: [Signature] Date:
 Name/Title: **C. William Smalling, PC / Attorney at Law**
 Address: **1700 Post Oak Blvd., 2 Blvd Place, Suite 600**
Houston, TX 77056
 Phone: **(713) 513-7153** Fax: **(866) 738-0042**
 Email: **bsmallings@billsmallinglaw.com**

2/6/2018
Prasad Rajulu
Holcomb Environmental Oil, LLC
7012 Banyan Street
Houston, Texas 77028

RE: Proposal –Holcomb Environmental - Sampling
Quote # Q-00020603

Dear Mr. Rajulu:

First of all, thank you for choosing Stericycle Environmental Solutions for your waste management needs. Stericycle is a leading provider of environmental and regulated waste management solutions. As an industry leader, we provide a strengthened infrastructure and a broad portfolio of services for customers who generate regulated waste in virtually any industry. Customers receive innovative and sustainable solutions that safeguard the environment, protect people and keep their organizations compliant. Thank you for allowing us to quote the attached services.

Based upon the information provided to Stericycle Environmental Solutions, the scope of work/pricing for the service(s) is outlined below:

1. Transportation and disposal of wastes, as described in the pricing below.
2. Labor and equipment to prepare waste for shipment.
3. UN approved packaging and supplies, as described in the pricing below.

This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.

All of the employees at Stericycle Environmental Solutions appreciate the opportunity to provide this proposal and are looking forward to being of service to. Please feel free to contact me at 832-428-7023 to discuss this proposal.

Pricing Details:

Disposal Charges:

Waste Name	Waste Code	UOM	Price/UOM	Quantity	Net Price
Samples Full Spectrum		EA	\$1,250.00	3	\$3,750.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Disposal Subtotal:					\$3,750.00

Transportation Charges:

Description	UOM	Price/UOM	Quantity	Net Price
				\$0.00
				\$0.00
Transportation Subtotal:				\$0.00

Labor Charges:

Description	UOM	Price/UOM	Quantity	Net Price
Site Supervisor	Hour	\$68.00	6	\$408.00
Hazmat Technician	Hour	\$55.00	6	\$330.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Labor Subtotal:				\$738.00

Supply Charges:

Description	UOM	Price/UOM	Quantity	Net Price
Level B PPE	Each	\$300.00	2	\$600.00
Sampling Kit	Each	\$75.00	1	\$75.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Supply Subtotal:				\$675.00

Equipment Charges:

Description	UOM	Price/UOM	Quantity	Net Price
Crew Truck	Day	\$150.00	1	\$150.00
				\$0.00
				\$0.00
				\$0.00
Equipment Subtotal:				\$150.00
Estimated Total:				\$5,313.00

Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote unless superseded by a service agreement.
2. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
3. For a complete list of process code specifications, visit: <https://www.stericycleenvironmental.com/esol-files/Process-Specifications.pdf>
4. A minimum charge of \$325 applies.
5. Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
6. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
7. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.stericycleenvironmental.com/energy-insurance-fees/>

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1-5 gallon	35%	
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275 gallon totes	5x	
330/350 gallon totes	6x	
		<ul style="list-style-type: none"> These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately Numbers are expressed as a factor of a 55 gallon drum (e.g., 55 gallon price x 35% = sell price) The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate. Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55 gallon price (e.g., 5 gallon price ÷ 35% = 55 gallon price). 2) Use the normal conversions on the 55 gallon drum price to convert to other container sizes.

	Profiles priced by the pound ¹	Lab Pack Minimums ²	Light Weight Containers ³
Container (Gal)	Minimum	Minimum	Minimum
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--
1. Excludes Lab Pack and Light Weight items 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16 3. Includes: AF17, INC01, INC02, INC16 4. All other container sizes are case by case (CBC)			

Non-Standard Minimums	
Container Min.	Process Code
\$0	REC51-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
Delivery Fees			
Unscheduled or Late Delivery	ADMDLVY	Each	\$250
Scheduled Delivery Weekend/Afterhours	ADMDLAH	Each	\$500
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation, Labor, and Other Fees			
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria:	ADTECHRVW	Each	\$175
(1.) Excel submitted inventories; (2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names"			

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.

TERMS AND CONDITIONS

1. **Sole Terms.** All Services, defined below, provided by Stericycle to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto (collectively, the "Agreement"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Stericycle unless agreed to by the parties in writing, provided that in the event of a conflict the terms of this Agreement shall prevail.
2. **Stericycle Services.** Upon the issuance of a service order, price sheet, statement of work, manifest, proposal, quote or other similar document (collectively, a "Service Schedule"), Stericycle will provide Customer the services described therein (the "Services"), which are specifically incorporated and made part of this Agreement.
3. **Service Fee.** Customer agrees to pay Stericycle for the performance of the Services at the fees or rates set forth in a Service Schedule, or, if not specified therein, at Stericycle's standard fees or rates for such Services at the time the Services are rendered. Stericycle reserves the right to adjust the amount of each Service Fee from time to time, in its sole discretion.
4. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Stericycle on the due date will be subject to an interest charge on the unpaid balance of 1.5% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds, payments made by credit card may incur additional fees. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes or other fees imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner.
5. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that Stericycle may, from time to time, impose and/or adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion.
6. **Term of the Agreement.** This Agreement will remain in full force and effect for as long as Services are being performed under a Service Schedule. On termination by either party, Customer will immediately pay Stericycle all outstanding balances for Services performed by Stericycle prior to termination of the Agreement (along with all other monies due to Stericycle).
7. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Stericycle may immediately suspend Services or cancel this Agreement in its entirety in its sole discretion.
8. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
9. **Customer Warranties.** Customer agrees to comply with all applicable federal, state and local laws, rules and regulations ("Applicable Laws") and to obtain and maintain throughout the term of this Agreement all permits, licenses and other forms of documentation required in order for a generator to comply with such Applicable Laws. Customer agrees to provide MSDS sheets, if available, for each waste related to the Services, on which Sheet there is an accurate and complete description, and which advises Stericycle of the hazards and risks presented to persons, property or the environment when exposed to the waste. Customer will use its best efforts to ensure that the waste to be delivered to Stericycle under this Agreement conforms to the information provided and that it has no knowledge of any constituent or component not specifically identified in the applicable waste profile sheet that increases the nature or the extent of the hazard or risk. If Stericycle determines that any unit of waste received from Customer is non-conforming for any reason, Stericycle may deem all waste that is tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Stericycle may, in its sole discretion, reject or revoke acceptance of all non-conforming waste or accept for processing all or any part of such waste. If Stericycle accepts non-conforming waste, Stericycle shall process the waste at its then prevailing rates.
10. **Limitation of Liability.** Stericycle's cumulative, aggregate liability for any reason under any and all legal theories is limited to monetary damages not to exceed the lesser of: (i) Customer's actual damages, or (ii) the total aggregate amount paid by Customer to Stericycle for the Services in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.
11. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Stericycle and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement or its negligence or willful misconduct.
12. **Miscellaneous.** Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 10 and 11. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested" or overnight courier to the parties at its location identified at the beginning of this Agreement.

Regards,

Signature: *Sedric D. Myers*
Printed: Sedric D. Myers

Date: 2/6/2018
Title: Account Manager

Proposal and Associated Scope of Work Customer Acceptance:

Signature:
Printed:

Date:
Title:

Acceptance of this proposal (as indicated by a signature above) acknowledges that you, on behalf of the customer, have read the above Stericycle Environmental Solutions Standard Terms and Conditions.

Budgetary Cost Estimate for Environmental Consulting
7012 Banyan Street
Houston, Harris County, Texas

Task	Estimate Cost	Comments
Excavation and Disposal of Buried Debris		
Load, transport and disposal of buried drums, tires, and various debris	\$325,000	See attached Budgetary Proposal for Site Cleanup from Stericycle.
Soil and Groundwater Investigation		
Affected Property Assessment (APA): Assuming six to eight monitor wells and up to 15 soil borings to delineate the affected soil and groundwater at this site.	\$35,000 to \$40,000	The APA will be conducted to delineate the extent of affected soil and groundwater at the site.
Affected Property Assessment Report (APAR)	\$12,000 to \$15,000	Upon delineation of the affected soil and groundwater, the results of the investigation will be submitted to TCEQ as an APAR.
Quarterly Groundwater Monitoring and reporting (\$10,000 per event). Eight to 12 sampling events.	\$80,000 to \$120,000	It is assumed that eight to 12 groundwater sampling events may be necessary to establish plume stability.
City of Houston (COH) Process to obtain Municipal Settings Designation (MSD) Ordinance	\$30,000 to \$40,000	If the site is eligible, a Municipal Setting Designation application will be submitted to COH.
TCEQ Process to obtain MSD Certificate	\$30,000 to \$40,000	Up on issuance of a COH MSD Ordinance, a TCEQ MSD application will be submitted to obtain a MSD Certificate that will eliminate the groundwater ingestion pathway.
Amended APAR	\$6,500 to \$8,500	Upon receipt of a TCEQ MSD Certificate, the APAR will be revised to eliminate the groundwater ingestions pathway and will be submitted with a request to close the site.
Plugging of monitor wells	\$8,000 to \$10,000	
Subtotal for Soil and Groundwater Investigation	\$201,500 to \$273,500	
Total Estimate Cost	\$526,500 to 598,500	

Please note that these costs are for only budgetary purposes, which were developed based on a visual inspection of the site. The actual costs will depend on site conditions, concentrations of chemicals-of-concern (COCs) detected in soil and groundwater and the volume of debris identified at the site.

September 11, 2017

Mr. Edward W. James
Terracon
11555 Clay Road
Houston, TX 77043
ewjames@terracon.com

Re: Budgetary Proposal for Site Cleanup; 7012 Banyan Street, Houston, Texas

Dear Mr. James,

Stericycle Environmental Solutions, Inc. (Stericycle) is pleased to submit the following budgetary proposal for the above referenced project. Our budgetary proposal is based upon information provided by Terracon (Client). The following budgetary proposal contains a Scope of Work, Cost Estimate, and Conditions.

SCOPE OF WORK

Based on the preliminary information provided by the client, the brief scope of work is as follows:

- Load, transport and dispose of not to exceed 150 RCRA empty steel drums
- Load, transport and dispose of not to exceed 250 tires
- Removal of 2 – 10K ASTs, not to exceed 20 Steel ASTs, 4 poly tanks and not to exceed 10 totes containing non-hazardous waste material. We assume that we will remove residual pumpable liquid from all tanks and pressure wash them. We will transport and dispose of not to exceed 10,000 gallons of pumpable liquid as non-hazardous liquid waste material (solids not to exceed 0.5%).
- Remove, load, transport and dispose of not to exceed three (3) loads of concrete debris to a concrete recycler.
- Demolition and disposal of metal building – assume that the building is empty. We did not consider removal of concrete slab associated with this building. No asbestos abatement and/or mold remediation included.
- Consolidate, stage, load, transport and dispose of not to exceed three (3) roll-off boxes containing various debris as non-hazardous solid waste material (plastic garbage, plastic drums, poly tanks, used hoses, etc.)
- Excavate, stockpile, load, transport and dispose of not to exceed three (3) roll-off boxes containing stained soil as non-hazardous solid waste material
- Haz-Cat, lab pack, transport and dispose of not to exceed 40 – 5 gallon pails (The client will provide all necessary MSDS and/or necessary analytical to profile waste material)

Budgetary Cost Schedule

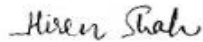
- | | |
|--|--------------|
| ➤ Provide personnel, equipment and material to site cleanup work | \$325,000.00 |
|--|--------------|

Assumptions:

- The site is easily accessible and there are no objects including overhead or underground utilities present to hinder the progress of the work. Pricing does not include removal, re-routing, supporting and/or bracing any lines.
- The client will be responsible for providing all required analytical to profile the waste at an approved disposal/landfill facility.
- Budgetary pricing does not include transportation and disposal of any waste material as hazardous waste.
- The client will be responsible for all required permits/notification/survey.
- The client will be responsible for all sampling and analysis.
- Payment terms net 30 days.
- Pricing does not include any applicable federal, state, county and/or local taxes. The client shall pay all applicable taxes imposed or levied by any governmental authority with respect to such services or products.

We appreciate the opportunity to submit this budgetary proposal. The above budgetary proposal is based on very limited information that we have about the project. Once we will receive more detailed scope of work and additional site information, we will be happy to submit our fixed firm price proposal. If you have any questions or require additional information, please contact me at (281) 842-0804.

Sincerely,
Stericycle Environmental Solutions, Inc.



Hiren Shah
Program Manager