

STC

Environmental Services Inc.
Geologists and Environmental Scientists

4754 RESEARCH DRIVE

SAN ANTONIO, TEXAS 78240

Office (210) 696-6286 / FAX (210) 696-8761

October 11, 2021

Mr. Tim Allen
A3 Environmental
3030 Warrenville Road, Suite 418
Lisle, Illinois 60532

Re: Phase I Site Visit & Photos
FM 1044 & West Klein Road
New Braunfels, Texas
Proposal No. 21-180

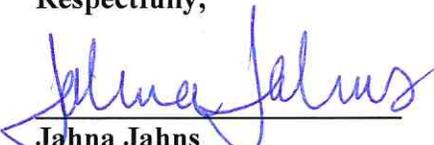
Mr. Allen,

We understand that you need us to conduct a site visit for a Phase I Assessment of approximately 50 acres of agricultural land located in the vicinity of the intersection of FM 1044 and West Klein Road in New Braunfels, Texas. The site visit can be completed for \$400.00. This will include a physical site visit of the property including the completion of the provided form and photos of the site. The site visit will be performed within 5 to 7 business days from receiving authorization to proceed.

In order to engage STC to perform the aforementioned services, please execute the signature block below and return one (1) copy of this proposal to our office. Email copies are acceptable. Please note that your acceptance of our proposal is subject to our standard terms and conditions. These terms and conditions are presented on the attached Exhibit A.

STC greatly appreciates the opportunity to provide this proposal. If you have any questions concerning this proposal, please do not hesitate to contact our office at (210) 696-6288.

Respectfully,



Jahna Jahns
Senior Geologist



Craig Tribbley
President -Professional Geoscientist

Quote Accepted By:

Print Name

Company Name

Signature

Date

**EXHIBIT A
TERMS AND CONDITIONS**

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, sub contractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or his officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000. Such causes include, but are not limited to, the Firm's negligence errors omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.