

Proposal Date:
CLIENT: "CLIENT"
Authorized CLIENT Representative:
CLIENT Address:
Proposal No: "Exhibit A"
Fee:
Project Description / Location: "SITE"

This agreement ("Agreement") is made by and between CLIENT and QC Laboratories, Inc. ("QCL"). In consideration of the mutual agreements contained in this Agreement and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **Application:** QCL shall perform SERVICES set forth in Exhibit A, which is incorporated into this Agreement by reference. The foregoing consulting and testing SERVICES in Exhibit A are collectively called the "SERVICES".
2. **Scope of SERVICES:** QCL shall provide, or cause to be provided, the SERVICES outlined in Exhibit A of this Agreement. Depending on field conditions encountered and / or subsurface conditions discovered, QCL may recommend a modification to the specified number, location or depths of borings, the number and types of field and laboratory tests, the use of additional equipment for accessibility or other similar modifications, as deemed necessary by QCL in the exercise of due care. If the recommended changes have an impact on the agreed cost of the SERVICES, QCL shall notify the CLIENT'S representative of the necessity for such modifications and any impact on the total cost of the SERVICES. QCL will not provide any additional work that may increase the total cost until the CLIENT approves the changes to the agreed SERVICES and the additional costs. If the CLIENT elects not to authorize the changes, and if in the professional opinion of QCL, the modifications are required to provide a professional engineering opinion, QCL may stop work and immediately terminate the SERVICES without penalty. Should the SERVICES be terminated, QCL shall provide the CLIENT with the results of all completed field and laboratory work, but with no engineering analysis or SITE recommendations. The CLIENT shall pay for mobilization, demobilization and completed work. If the Exhibit A fees are based on a lump sum price, the CLIENT shall pay for the completed SERVICES based on the current standard QCL geotechnical unit fee schedule.
3. **Responsibilities and Risks:** It is recognized that the SERVICES have inherent associated risks that should be understood and minimized in the best interest of the CLIENT and QCL.
 - 3.1. **Right-of-Entry:** Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for QCL to access the SITE and perform the fieldwork. If the SITE owner or CLIENT has specialized training requirements to access the SITE, that are not included in Exhibit A, the time and direct costs will be an additional charge to the CLIENT. QCL will provide an estimate of these additional costs to the CLIENT.
 - 3.2. **Damage to Property:** QCL will take reasonable precautions to reduce damage to the land and other property caused by our operations and it is agreed that QCL shall not be liable to repair or restore such damage, and that the quoted fee does not include the cost of repairing any such damage or restoring the SITE. If CLIENT desires QCL to repair any damage or restore the property, the CLIENT and QCL shall agree in writing as to the scope of the repairs and the reimbursement to QCL prior to the start SERVICES.
 - 3.3. **Toxic and Hazardous Material:** CLIENT will provide QCL with all information, that is possessed or known to the CLIENT as to the potential occurrence of toxic or hazardous materials at the SITE being investigated. If unanticipated toxic or hazardous materials are encountered, QCL will stop the field operations and advise the CLIENT of alternative approaches and cost modifications. Field operations will not proceed until the CLIENT approves the changes. If the delay is in excess of one working day, QCL will be allowed to charge an additional mobilization and demobilization when the work continues. If agreement cannot be reached between QCL and the CLIENT on a revised scope of SERVICES or any additional fees, QCL may stop work and terminate the SERVICES without penalty. Should the SERVICES be terminated, QCL shall provide the CLIENT with the results of all completed field and laboratory work, but with no engineering analysis or SITE recommendations. The CLIENT shall pay for all mobilization, demobilization and completed work. If the Exhibit A fees are based on a lump sum price, the CLIENT shall pay for the completed SERVICES based on the current standard QCL geotechnical unit fee schedule. CLIENT agrees that if samples are determined to be hazardous that they must be discarded consistent with governmental regulations and the CLIENT will be charged a disposal fee at QCL'S actual cost plus 20% or in accordance with Exhibit A, whichever is less.
 - 3.4. **Buried Utilities:** QCL will contact the central state utility location database system that marks and locates utilities and pipelines, prior to the start of field operations. The CLIENT shall furnish QCL any information that is possessed or may be known, on the type, location and depth of buried objects, utilities, pipelines or other man made objects at the SITE prior to the start of drilling operations. QCL will take reasonable precautions to avoid damaging these man-made objects. The CLIENT agrees to hold QCL and its officers, agents, employees and subcontractors harmless for any property, personal or consequential damage to any buried object, which are not called to our attention or which are not correctly shown on plans furnished to QCL.
4. **Data, Samples, and Records:** All samples of soil and rock, which are not considered hazardous, will be discarded 60 days after the submission of our report unless CLIENT advises QCL of alternative requirements. Upon request, QCL will deliver the samples in accordance with CLIENT'S instructions, or store the samples for an agreed charge. All pertinent records relating to SERVICES performed under this Agreement shall be retained for three years after completion of the work. Hazardous samples will be discarded in accordance with Article 3.3 after 60 days.
5. **Indemnification:** QCL shall defend, indemnify and hold harmless the CLIENT from all liabilities caused by the sole negligence of QCL. The CLIENT agrees to defend, indemnify and hold harmless QCL, its directors, officers, shareholders, employees, contractors, subcontractors, agents or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which, irrespective of QCL negligence: (a) exceed the limitation of QCL liability provided for an Article 6 or (b) result from, arise out of, or are in any way connected with; (i) acts or omissions of CLIENT, CLIENT'S employees, agents and subcontractors, and their employees or agents; (ii) the release of any hazardous substance; or (iii) any other generation, storage, treatment of transport of hazardous or waste materials.

6. **Insurance and Liability:** QCL maintains General Liability Coverage of \$1,000,000, Professional Errors and Omission Coverage of \$1,000,000, Umbrella Coverage of \$5,000,000 and Workman's Compensation as required by law. Upon request, QCL will furnish insurance certificates, which describe the policy providers and coverage. To the fullest extent permitted by law, the total liability of QCL, its officers, members, directors, agents, Consultants, and employees, to CLIENT, and to anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the SERVICES under this Agreement, from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall be limited to the amount of \$50,000 or our total fee, less direct third-party costs, whichever is less. Upon written request of the CLIENT and acceptance by QCL prior to the start of the SERVICES, QCL will waive this limitation for an additional fee of ten percent of the total fee, or \$1,500, whichever is greater. The waiver fee recognizes the increased unknown liabilities associated with the SERVICES and the SITE, and is not intended to increase insurance coverage.
7. **Consequential Damages:** CLIENT shall not be liable to QCL and QCL shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other regardless of: the nature of this fault; or whether it was committed by CLIENT or QCL, their employees, agents, or subcontractors; or whether such liability arises in breach of contract, warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, delays, loss of use and loss of profit.
8. **Prices for the Work; Payment:** Unit prices or other lump sum fees quoted by QCL do not include any sales, use or excise taxes; permit fees or other taxes or fees. Unless QCL expressly agrees in writing to pay such costs, all such costs are to be paid by the CLIENT. The fees for the SERVICES detailed in Exhibit A are only an estimate, unless Exhibit A specifically indicates the fee is a lump sum fee. The fees in Exhibit A are valid for thirty- (30) days from the date of the proposal, unless the price validity is specifically extended in Exhibit A. Payment is due in US Dollars in accordance with the fees outlined in Exhibit A. QCL will issue an invoice(s) at the completion of the SERVICES or 30 days after the start of the fieldwork for SERVICES and tests actually completed during the invoice period. Payment is due within thirty- (30) days of the date of the invoice. If payment in full is not made when due, interest shall accrue on the unpaid balance at the lesser of (i) the rate of 1½% per month or (ii) the maximum interest rate permitted under applicable law. CLIENT agrees to pay reasonable attorneys' fees incurred by QCL in the collection of past due invoices and account balances. If the CLIENT disputes any portion of the invoice the undisputed portion of the invoice must be paid within thirty- (30) days of the date of the invoice. QCL must be advised in writing of the amount and reason for the disputed portion of any invoice within forty-five (45) days of the invoice date or the disputed portion of the invoice shall be considered as delinquent and treated as an undisputed past due amount.
9. **Court and Other Proceedings:** The nature of QCL SERVICES may require employees of QCL to present the results of QCL findings in depositions, court proceedings or other forums. In such cases, the CLIENT will be charged, in addition to the fees in Exhibit A, QCL'S usual and customary costs and fees for such presentations and the preparation thereof according to QCL'S then current fee schedule. If QCL is subpoenaed by a party other than the CLIENT, the total costs and fees associated with the preparation and testimony will be charged to the CLIENT, irrespective of whether payment has previously been made on the SERVICES and CLIENT'S file is closed. QCL will make every reasonable effort, consistent with legal guidelines, to have these costs and fees reimbursed by the party issuing the subpoena; however, if such party does not reimburse QCL, such costs and fees will be the responsibility of CLIENT. CLIENT agrees to pay any such costs and fees, irrespective of whether it is anticipated at the time of the Agreement that QCL will be called upon to present the results of its findings in depositions, court proceedings or other forums.
10. **Force Majeure.** The parties hereto shall be excused from the duty to render timely performance of any obligation hereunder if such inability to perform is caused directly or indirectly by act of God, flood, hurricane, war, riot, accident, explosion, strikes or labor trouble, act of government, delay or default by subcontractor or supplier of materials or SERVICES, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control; provided, however, that the obligation to make payments for any SERVICES or partial SERVICES completed under this Agreement shall not be excused for any reason, including the foregoing.
11. **Waiver of Compliance:** Waiver by either party hereto of a breach by the other party of any of the provisions of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.
12. **Severability:** If any provision or remedy here in provided is found invalid under any applicable law, the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the intent hereof.
13. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of Texas.
14. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The location of any arbitration shall be Houston, Texas. Any demand for arbitration by either party hereunder must be delivered in writing to the other party.

Acceptance of Agreement By:

CLIENT: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____