

May 16, 2023

Mr. Jason Greiner
Wylie Economic Development Corporation
250 South Highway 78
Wylie, Texas 75098
Jason@wylieedc.com

Re: Waste Management and Environmental Assistance
Former Chemical Recycling Inc. Facility
Wylie, Texas

Dear Mr. Greiner:

Braun Intertec Corporation is pleased to present this proposal to provide limited oversight and environmental assistance during the development of a detention pond at the former Chemical Recycling Inc. (CRI) facility located at 802 West Kirby Street in Wylie, Collin County, Texas (Site). This proposal outlines the Scope of Services and provides estimated costs for the proposed work.

Background

The Client provided surveys depicting the location of the proposed detention pond that will be constructed on the property formerly operated by Chemical Recycling Inc. which was the subject of investigations directed under the U.S. Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ). Chemicals of concern identified in soil and groundwater included chlorinated solvents and heavy metals.

Scope of Services

The proposed scope of services includes the following:

Task 1 – Soil and Groundwater Management Plan Training

A Soil & Groundwater Management Plan was prepared by Braun Intertec in March 2020 describing procedures to follow when conducting earthwork at the Site. Braun Intertec will provide personnel as requested by the Client to go over the Soil & Groundwater Management Plan with contractors. This cost estimate includes time for Braun Intertec project manager to be on-Site up to four times to go over the Soil & Groundwater Management Plan with Client contractors. Client is responsible for coordinating with its contractors and scheduling designated training times. Multiple contractors can be trained during each training. The training will be completed in English and is anticipated to last approximately 3 hours each session. If training in a language other than English is required, additional fees will apply.

If necessary, Braun Intertec can provide Hazardous Waste Operations and Emergency Response Training (HAZWOPER) or chemical of concern general awareness training as deemed appropriate. Costs for this training would be under a separate proposal. Braun Intertec will not be held responsible for reviewing safety records, programs, or protocols or vetting Client-hired contractors.

Task 2 – Site Inspections and Soil Management Assistance

Braun Intertec will provide limited oversight during the excavation of the detention pond and other Site developments as requested by the Client. Braun Intertec will screen excavated soil using a photo ionization detector (PID) to assist in screening soil for reuse on the Site. This cost estimate includes up to 75 hours (e.g. 15, 5-hr field days) for a Braun Intertec staff scientist to be on-Site during the excavation activities.

To assess excavated soil for potential on-Site reuse or off-Site disposal, Braun Intertec will collect one soil sample per quadrant of the proposed detention pond at a depth of 2-4 feet below ground surface to determine the suitability for on-Site reuse. Soil samples will not be collected from the surface (0-2 feet) since this material is presumed to be clean imported fill. The soil samples will be analyzed for volatile organic compounds (VOCs) by EPA Method 8260 and selected Resource Conservation Recovery Act (RCRA) metals using EPA Method 6010. The selected metals will include arsenic, chromium, lead, and selenium, which were Site chemicals of concern identified during the previous investigations of the former Chemical Recycling Inc. facility.

Impacted soil encountered by Client or Client's contractors during the development of the Site should be segregated and placed on plastic sheeting. Braun Intertec will sample potentially impacted soil to evaluate its suitability for reuse. These soil samples will be analyzed for VOCs and RCRA metals arsenic, chromium, lead, and selenium.

This proposal and cost estimate assumes up to 15 total soil samples collected and analyzed for VOCs and selected RCRA metals.

If additional labor or sampling is required, Braun Intertec will discuss with Client in advance and bill Client on a time and materials basis in accordance with the attached Fee Schedule.

Note: Soil samples selected for the analysis VOCs will be collected using EPA Sampling Method 5035 with sampling containers provided by the laboratory.

Task 3 – Waste Management Assistance

If necessary, impacted soil that cannot be relocated and reused on-Site should be properly profiled and disposed at a landfill permitted to receive the waste. This may include soil removed during drilling for constructing piers in likely or potentially impacted areas. The cost estimate includes time for a Braun Intertec scientist to assist with profiling soil for off-Site disposal, if necessary.

Note: This proposal does not include costs for the excavation, transportation, or disposal of impacted soil.

Cost Estimate

Braun Intertec will provide the services described herein on a time and expense basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
Task 1 – Soil and Groundwater Management Plan Training	\$7,100
Task 2 – Soil Management Assistance	\$19,200
Task 3 – Waste Management Assistance Investigation Report	\$4,000
	<i>Estimated Total</i> \$30,300

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of **\$30,300** presented is based on the Scope of Services and assumptions described herein. You will be billed only for services provided on a time and material basis. Braun Intertec will not exceed \$30,300 without prior approval from Client.

Scheduling

The work will begin following authorization to proceed by the Client.

Assessment Limitations

This proposal includes Braun Intertec labor, laboratory analysis, and equipment billed as outlined on the attached Fee Schedule. This proposal includes analytical costs for up to 15 soil samples by an environmental laboratory. Additional labor and sampling will be billed on a time and materials basis in accordance with the attached Fee Schedule.

Authorization

This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, **please sign and return one copy in its entirety to Braun Intertec as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately.

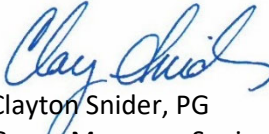
The Braun Intertec General Conditions are included with this proposal and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Clayton Snider, PG at 972.349.1731 or csnider@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION


Patrick Fortson, PG
Business Unit Leader, Senior Scientist


Clayton Snider, PG
Group Manager, Senior Scientist

Attachments:
General Conditions – (1/1/18)

The proposal and Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

BRAUN INTERTEC

STANDARD FEE SCHEDULE
Effective January 1, 2023 – December 31, 2023

LABOR CATEGORY	HOURLY RATE
Principal Consultant II.....	\$263
Principal Consultant I.....	\$237
Senior Consultant III.....	\$220
Senior Consultant II.....	\$212
Senior Consultant I.....	\$194
Project Consultant III.....	\$176
Project Consultant II.....	\$162
Project Consultant I.....	\$149
Staff Consultant III.....	\$134
Staff Consultant II.....	\$115
Staff Consultant I.....	\$104
Field Scientist IV.....	\$124
Field Scientist III.....	\$113
Field Scientist II.....	\$104
Field Scientist I.....	\$96
GIS/CAD Specialist III.....	\$146
GIS/CAD Specialist II.....	\$124
GIS/CAD Specialist I.....	\$100
Project Assistant.....	\$96
Project Control Specialist.....	\$96

Charges for expert witness, emergency, litigation support related depositions, court appearances, and trial testimony will be billed at the above rates plus 100%.

OTHER DIRECT COSTS	
Rental Equipment.....	Cost + 15%
Travel.....	Cost + 15%
Food and Lodging (Professional Staff).....	Cost + 15%
Company Vehicle.....	\$121/day (+ mileage >50 miles)
Mileage.....	IRS Standard Mileage Rate + 15%*
Braun Intertec Field Equipment.....	project specific, on request

* Rate may vary based on prevailing IRS Standard Mileage Rate.

OUTSIDE PROFESSIONALS & SERVICES
Outside services, equipment, and facilities provided by Braun Intertec will be billed at cost plus 15 percent (15%) and may include the following:
<ul style="list-style-type: none"> • Laboratory Testing • Drilling and Geoprobe™ Services • Remediation Subcontractors • Waste Disposal and/or Transportation Subcontractors • Other Consultants

INVOICES
Invoices will be generated and submitted monthly, at a minimum, and are payable upon receipt. Additional payment terms are presented in the Consulting Agreement.