

CLIENT AGREEMENT
AGREEMENT BETWEEN KBA ENVIROSCIENCE, Ltd. AND
CLIENT FOR PROFESSIONAL SERVICES

This Agreement is made on the 9th day of May, 2014 by and between:
Johnson County ("Client") and KBA EnviroScience, Ltd. ("KBA").

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. **Description of Services:** KBA shall provide professional services for the Project as outlined in the attached Scope of Work in accordance with the terms and conditions of this Agreement.
2. **Period of Performance:** Until Completion
3. **Compensation:** See Proposal Dated March 7, 2014
4. **Method of Invoicing:** Monthly
5. **General Conditions:**
 - a. Payments for invoices prepared by KBA are due and payable upon receipt. Interest charges of 1.5 percent per month, or the maximum allowable by law, may be added to amounts for which payments are not received within thirty (30) days after the invoice date.
 - b. This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, KBA shall prepare and submit a final invoice for services rendered to the date of termination together with any termination expenses incurred.
 - c. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in KBA's Schedule of Fees which is in effect at the time of performance of the work.


- d. The parties hereto shall maintain in full force and effect commercial general liability insurance with coverage limits which are reasonable in light of the work to be undertaken, and Workers' Compensation Insurance as required by law.
- e. Any drawings and specifications developed pursuant to this Agreement, including original documents, tracings and field notes shall be the property of Johnson County.
- f. In the event legal action is instituted to enforce any of the terms of this Agreement, the party which does not prevail shall pay the legal expenses of the prevailing party, including attorneys' fees.
- g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.
- h. KBA's liability for services to be rendered under this Agreement shall be limited to the amount of KBA's fees unless Client pays for the assumption of additional liability by KBA as a separate line item in Article 3 above.
- i. Client agrees that KBA will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of KBA or its subcontractors. The Client will, subject to the Texas Constitution and Chapter 101, Texas Civil Practice and Remedies Code (Tort Claims Act), indemnify, defend and save harmless KBA from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to KBA, nor shall any provision of this Agreement be interpreted to permit or obligate KBA to assume the status of a "generator," "owner," "operator," "transporter," or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article 5i shall survive any termination of this Agreement.
- j. No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any party's exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.
- k. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable Law.

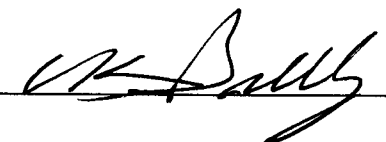
- l. If KBA files a lien to secure payment from Client, Client shall pay all costs associated with filing the lien claim, including but not limited to KBA's attorney's fees, provided that said lien is not judged in a Court of Law to be fraudulent.

- m. Unless otherwise precluded by operation of law, this Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of the State of Texas, excluding its choice of Law principles. Venue shall be Johnson County, Texas. This provision shall survive the termination of the Subcontract, whether by default or for convenience.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first mentioned above.

KBA ENVIROSCIENCE, Ltd.

CLIENT: 

SIGN: 

SIGN: Johnson County

NAME: C. Keith Bradley

NAME: Roger Harmon

TITLE: Managing General Partner
KBA EnviroScience GP, LLC

TITLE: Johnson County Judge