



3 Inwood Circle • Suite 220 • Little Rock, AR 72211 • (501) 225-7779 • Fax (501) 225-6738

October 26, 2005

The Honorable Doug Formon  
 Mayor, City of Jonesboro  
 City Hall  
 515 West Washington Ave.  
 Jonesboro, AR 72401

RE: Proposal to Provide Environmental Consulting Services Related to Development of a  
 Landfill Gas Remediation Plan for the City of Jonesboro Landfill  
 FTN No. P4470-05-03

Dear Mayor Formon:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide continuing environmental consulting services related to landfill gas migration at the former City of Jonesboro sanitation facility on Strawfloor Road located in Jonesboro, AR

Our Basic Services will generally consist of development of a Landfill Gas Remediation Plan (the Project) for the City's landfill as set forth in the printed Scope of Work for Basic Services (Exhibit A). The Scope is subject to the Standard Terms and Conditions (Exhibit B), which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

You will pay us for our Basic Services a lump sum fee of \$3,400 for services rendered by our principals and employees engaged directly on the Project. Any Additional Services will be charged on the basis of time and materials using the Client Rates in Exhibit C. Additional Services will be approved by you prior to proceeding.

We will bill you one time upon completion of the plan and submittal to ADEQ for Services and Reimbursable Expenses on the basis of a percentage of the lump sum fee for services completed with

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Regional Offices: Fayetteville, AR and Baton Rouge, LA • Web Site: [www.ftn-assoc.com](http://www.ftn-assoc.com) • E-mail: [ftn@ftn-assoc.com](mailto:ftn@ftn-assoc.com)

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invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

We expect to start our services immediately after receipt of your acceptance of this proposal. Additional information regarding the project schedule and deliverables is discussed in Exhibit A.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B, and C consisting of 6 pages, represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until November 15, 2005 unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Paul Crawford, PE, PG if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,  
FTN ASSOCIATES, LTD.



Mark S. Koch, REM  
Project Manager

MSK/bls

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## EXHIBIT A

### Scope of Work for Basic Services Environmental Consulting Services Development of Landfill Gas Remediation Plan City of Jonesboro Sanitation Facility Jonesboro, AR

Attached to and made a part of the Letter Agreement dated October 26, 2005 between FTN Associates, Ltd. (FTN) and the City of Jonesboro (the "Client") in respect to the project described therein. The Project objective, the specific tasks, and project assumptions are summarized below.

#### PROJECT OBJECTIVE

The objective of the Project is to develop a Remediation Plan to control landfill gas (LFG) migration from the former Class 1 Landfill located at the site to neighboring properties. In our reports dated August 11 and October 14, 2005, FTN determined that LFG migration has occurred from the facility and a collection and control strategy was warranted. The Remediation Plan will outline the detailed steps for development and implementation of a collection and control strategy.

#### PROJECT TASKS

The following specific tasks outline the scope of work and costs for development of the Remediation Plan.

##### Task 1 –Development of Remediation Plan

FTN will review the historical design data for the facility to gain an understanding of the locations of waste placement throughout the history of facility operations. Based upon that information and the results of the LFG monitoring conducted at the facility, FTN will choose a remediation technology for control of LFG migration. The Remediation Plan will provide the following:

- Summary of findings for the LFG migration assessment and historical operations review;
- Selection justification for proposed control technology for the site;
- Conceptual design of the control system including major components and locations;
- Proposed method of integration of this LFG control project with the Class IV closure project;
- Identification of applicable regulations and required permitting;
- Schedule for implementation of the Plan elements; and
- Proposed interim monitoring activities.

A draft version of the Plan will be submitted to the Client for review according to the schedule outlined below. FTN will prepare the final version of the Plan and submit it to ADEQ.

The proposed budget for Task 1 activities is \$3,100.



**Task 2 – Project Coordination**

FTN will coordinate project schedules and activities with the Client and will communicate preliminary Project findings to the Client. Preparation of project progress reports, invoices, and correspondence and routine telephone calls will be completed under this task.

The proposed budget for Task 2 activities is \$300.

**PROJECT SCHEDULE**

FTN anticipates having a draft version of the Plan completed for review by the Client by November 23, 2005. The draft document will be provided to the Client electronically via email. The final Plan is due to the Solid Waste Division of ADEQ by December 5, 2005. In order to meet this deadline, FTN will need to receive the Client's comments on or before December 1, 2005.



**EXHIBIT B**

**Standard Terms and Conditions  
For FTN Contracts**

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
  - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
  - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable expense incurred by FTN on account thereof, provided, that if FTN elects to retain independent counsel, CLIENT



shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.
9. Confidentiality of Information No information concerning this Project shall be released by FTN.



10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.

## EXHIBIT C

### 2005 Fee Schedule<sup>1</sup> FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 140.00
Professional 6	125.00
Professional 5	112.00
Professional 4	102.00
Professional 3	92.00
Professional 2	82.00
Professional 1	72.00
Technician 4	74.00
Technician 3	61.00
Technician 2	54.00
Technician 1	40.00
Word Processing	48.00

#### Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

#### Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1½ percent per month will be charged on all balances over 30 days.

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<sup>1</sup>Effective January 1, 2005 - December 31, 2005

