

SCS FIELD SERVICES
OPERATION, MONITORING AND/OR MAINTENANCE SERVICES
AGREEMENT

THIS AGREEMENT (hereafter "Agreement") is made as of February 23, 2009, by and between the City of Jonesboro (hereafter "Client") and SCS Field Services (hereafter "SCS-FS"), a division of SCS Engineers.

In consideration of the mutual covenants and obligations hereinafter contained, the parties hereto do hereby agree and contract as follows:

SECTION 1: SCOPE OF WORK

SCS-FS shall perform the specific services at the Strawfloor Road Landfill (hereinafter the "Project Site"), in accordance with the terms and conditions of this Agreement, which are described in the Work Scope, Attachment A, dated January 14, 2009, which is hereby incorporated in and made a part of this Agreement. (the "Work")

SECTION 2: TERM OF AGREEMENT

A. The term of this Agreement is one (1) year commencing on the above date of this Agreement.

B. The term of this Agreement shall automatically be renewed an additional year, and from year to year thereafter, unless and until either party shall give written notice to the other party of the termination of this Agreement for whatever reason, such termination to be effective on the date specified in the notice, but in any event not earlier than thirty (30) days following the receipt by the other party of the notice.

SECTION 3: COMPENSATION

A. Client shall pay SCS-FS for the services performed under this Agreement the amounts specified in the Compensation section of the Work Scope, Attachment A, and in SCS-FS' current Standard Fee Schedules, Attachments B and C, which are hereby incorporated in and made a part of this Agreement. The Standard Fee Schedules are subject to modification by SCS-FS on a semi-annual basis, and the Fee Schedules as so modified shall be substituted for the then current Attachments B and C.

B. Invoices for the services performed and compensation due will be submitted by SCS-FS each month, and are due and payable by Client upon receipt. Payments due SCS-FS shall be subject to a service charge of one and one-half percent (1.5%) per month, compounded monthly, for invoices not paid within thirty (30) days after the invoice date. Payment of SCS-FS invoices are not contingent upon Client's receipt of payment from other parties for the services performed hereunder.

C. In the event that Client fails to pay any invoice in a timely manner, SCS-FS may suspend its services under this Agreement for non-performance by Client. Upon receipt of the past due payments, together with adequate assurances of payment for future services, SCS-FS will commence performing its services again.

D. Upon termination of this Agreement, SCS-FS shall submit to Client a final invoice for all services performed to the date of termination, together with any termination expenses incurred.

E. SCS-FS reserves the right to invoice Client on a more frequent basis than on the monthly basis specified in Section 3.B.

SECTION 4: CHANGES

Client may order changes within the general scope of the Agreement consisting of additions, deletions or other modifications in the services to be performed by SCS-FS as provided herein, and the compensation and time for completion of the work shall be adjusted accordingly. No such change shall become effective until an amendment to this Agreement or its Attachments, or a written change order, has been signed by both Client and SCS-FS.

SECTION 5: NONDISCLOSURE OF INFORMATION

SCS-FS shall not disclose to other parties any Client confidential or proprietary information, trade secret or data obtained by SCS-FS in the performance of its services which is not in the public domain or known to SCS-FS prior to disclosure by Client, without the prior written consent of Client, except as shall be necessary to properly perform its services under this Agreement.

SECTION 6: INDEMNIFICATION

A. SCS-FS shall indemnify and hold Client harmless from and against any loss, liability, costs or damages which may be sustained by Client by reason of injury, illness or death to persons or damage to tangible property occurring during the performance of its services and resulting from the negligence or willful misconduct of SCS-FS or its agents, employees or subcontractors.

B. Client shall indemnify and hold SCS-FS and SCS Engineers harmless from and against any loss, liability, costs or damages which may be sustained by SCS-FS or SCS Engineers by reason of injury, illness or death to persons or damage to tangible property resulting from the negligence or willful misconduct of Client or its agents, employees or contractors, or from the presence, discharge or release of any hazardous substance at the project site which is not caused by SCS-FS.

SECTION 7: INSURANCE

A. SCS-FS shall purchase and maintain during the term of this Agreement the following insurance coverage:

(1) Workers' Compensation in accordance with the statutory requirements of the state in which the services are to be performed and employer's liability insurance covering SCS-FS employees engaged in performing the services in the minimum amount of \$1,000,000.

(2) Commercial general liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 in the aggregate.

(3) Comprehensive automobile liability insurance covering SCS-FS for claims arising from owned, hired and non-owned vehicles covering death or bodily injury with minimum limits of \$1,000,000.

B. Certificates of insurance confirming the above insurance coverage shall be filed with Client following the execution of this Agreement by both parties.

SECTION 8: FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure of performance under this Agreement (excluding payment of SCS-FS invoices by Client) which is the result of any cause that is beyond the control and without the fault or negligence of the non-performing party, including but not limited to labor disputes, casualty losses, acts of God, or actions or failures to act by the other party or by any governmental authority.

SECTION 9: RESPONSIBILITY OF THE PARTIES

A. SCS-FS shall not be responsible for the collection, removal or disposal of any hazardous substance from the Project Site. If contaminated or potentially contaminated materials require characterization, transportation, and/or disposal off-site, then the costs associated with these requirements shall be considered a change pursuant to Section 4 above.

B. SCS-FS shall not be responsible under this Agreement for the engineering or design of any facilities, equipment or system at the Project Site.

C. SCS-FS shall not be responsible under this Agreement for the adequacy or suitability of any facilities, equipment or system at the Project Site to control odors or to meet any environmental requirements or operating criteria in the attached Work Scope.

D. SCS-FS shall be responsible for the coordination and management of the necessary subcontractors and vendors required to support the performance of the scope of SCS-FS services covered under this Agreement.

E. SCS-FS shall be responsible for providing the necessary portable field instrumentation and small hand tools required to support the performance of the scope of SCS-FS services covered under this Agreement.

F. Client shall be responsible for all costs associated with any new or additional facilities, equipment or systems required at the Project Site in order to control odors or to meet any environmental requirements or operating criteria in the attached Work Scope.

G. Client shall be responsible for providing suitable access for SCS-FS to the Project Site during the term of the Agreement.

H. At no time shall title to hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS-FS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS-FS to assume the status of a “generator,” “transporter,” “operator,” or “treatment, storage or disposal facility” under state or federal law.

I. Client shall be responsible for ensuring that SCS-FS will be the only party designated to adjust or operate the system SCS-FS is engaged to service hereunder at the Project Site during the term of the Agreement.

SECTION 10: GENERAL PROVISIONS

A. Any notice under this Agreement shall be deemed to have been duly given when delivered in person to an officer of SCS-FS or Client, or when sent by certified mail in a pre-paid addressed envelope, if to SCS-FS, addressed to SCS Field Services, 1901 Central Drive, Suite 550, Bedford, Texas 76021, and if to Client, addressed to Erick C. Woodruff, or to such other addresses as the parties shall specify in writing to each other.

B. SCS-FS and Client shall each designate in writing to the other the name of the person who shall be authorized to act as its representative to coordinate the performance of SCS-FS services under this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and heirs.

D. The relationship between SCS-FS and Client in the performance of its services under this Agreement shall be that of an independent contractor.

E. In the event that legal action is instituted by either party to enforce any of the terms and conditions of this Agreement, the party which does not prevail shall pay the legal expenses, including attorneys' fees, of the prevailing party.

F. This Agreement and the Attachments hereto represent the entire contract between SCS-FS and Client on the subject matter hereof, and supersede all prior negotiation,

discussions or agreements, whether written or oral, relating thereto. This Agreement may be modified only by a subsequent written instrument signed by both SCS-FS and Client.

G. For the purposes of this Agreement, the term "SCS Engineers" shall Stearns, Conrad and Schmidt Consulting Engineers, Inc., a Virginia corporation.

H. During the term of this Agreement and for one year following the termination of this Agreement for any reason, Client represents and warrants that neither Client, nor any entity substantially controlled by Client, will directly or indirectly (a) solicit or seek to induce any SCS-FS, or other SCS Engineers company, employee to work for Client or any other person, or (b) employ any person who has worked for SCS-FS, or other SCS Engineers company, during

the term of this Agreement. In view of the difficulty of determining the damages that may be sustained in the event of a breach of this provision, Client and SCS-FS agree that in the event of a breach of this provision, Client will pay SCS-FS an amount equal to one year of the subject employee's annual salary.

I. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first written above.

CLIENT
City of Jonesboro

SCS FIELD SERVICES,
a division of SCS Engineers

By: Ron Wilks
(Typed Name)



Vice President

FID #54-0913440