

AGREEMENT FOR PROFESSIONAL SERVICES

MADE AND ENTERED INTO by and between Jonesboro Industrial Development Corporation, hereinafter called OWNER, and R. C. Clifft, Ph.D., P.E., hereinafter called ENGINEER.

SECTION 1 - ASSIGNMENT

OWNER wishes ENGINEER to perform professional engineering services, to serve as OWNER's professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with cleanup of contamination on property formerly owned by Crane Company located at 3501 Airport Road in Jonesboro, Arkansas (the "Assignment").

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1. ENGINEER shall perform the following professional services:
 - 2.1.1. consult with OWNER to clarify and define OWNER's requirements relative to the Assignment and review available data;
 - 2.1.2. advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Assignment (which services and data ENGINEER is not to provide hereunder but on which ENGINEER may rely in performing services hereunder), and act as OWNER's representative in connection with any such services of others;
 - 2.1.3. provide analysis of OWNER's needs with evaluations and comparative studies of prospective solutions;
 - 2.1.4. conduct surveys and other such studies which ENGINEER believes are necessary to determine the extent of contamination and to prepare a cleanup plan;
 - 2.1.5. prepare an initial cleanup plan, including a cost estimate for cleanup work, and incorporate any necessary revisions to obtain approval of the Arkansas Department of Pollution Control and Ecology;
 - 2.1.6. solicit price proposals from licensed transportation and disposal companies on behalf of OWNER;
 - 2.1.7. coordinate and manage the entire cleanup effort on behalf of OWNER, and provide an engineering representative and other necessary personnel on-site during the cleanup to ensure that the work is performed as close as practical to the approved cleanup plan;

- 2.1.8. keep a daily log of the work completed and wastes removed from the site for purposes of approving transportation and disposal contractor invoices;
 - 2.1.9. collect and analyze soil samples after excavating waste materials to determine if all contaminated soil has been removed;
 - 2.1.10. provide a brief written account of the actual cleanup procedures, and forward a copy to the Arkansas Department of Pollution Control and Ecology.
- 2.2. Additional professional services related to the Assignment will be performed by ENGINEER on request of OWNER for an additional professional fee as the parties may subsequently agree.

SECTION 3 - OWNER'S RESPONSIBILITIES

- 3.1. OWNER shall:
- 3.1.1. provide all criteria and full information as to OWNER's requirements and designate a person with authority to act on OWNER's behalf on all matters concerning the Assignment;
 - 3.1.2. furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely upon all such information and services in performing services hereunder;
 - 3.1.3. arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder; and
 - 3.1.4. arrange for City of Jonesboro to provide needed manpower, safety equipment, and excavation equipment to carryout the cleanup effort.
- 3.2. It is recognized that some hazardous waste materials may not be discovered during the cleanup procedure due to the nature in which the wastes were deposited at the site. OWNER assumes full responsibility for such wastes and will indemnify and hold ENGINEER harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses arising out of any claim due to the presence of hazardous wastes remaining at the site after cleanup under this Agreement.
- 3.3. OWNER assumes full responsibility for all hazardous wastes removed from the site and shall indemnify and hold ENGINEER harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses arising from the improper transportation and disposal of such wastes by companies contracted for transportation and disposal.

SECTION 4 - PERIOD OF SERVICE

ENGINEER shall start performing services hereunder within two days after receipt of OWNER's written authorization to proceed and will complete such services in a timely manner.

SECTION 5 - PAYMENT

- 5.1. OWNER shall pay ENGINEER for services rendered hereunder plus the cost of all reimbursable expenses as set forth below;
 - 5.1.1. All work shall be performed on an hourly basis plus associated project expenses.
 - 5.1.2. Senior engineering time shall be invoiced at the rate of \$50 per hour.
 - 5.1.3. Junior engineering time shall be invoiced at the rate of \$30 per hour.
 - 5.1.4. Engineering aid time will be invoiced at the rate of \$20 per hour.
 - 5.1.5. Secretarial time shall be invoiced at the rate of \$10 per hour.
 - 5.1.6. When outside consultants and laboratories are retained to assist in studies for the cleanup effort, costs will be invoiced at prevailing commercial rates plus 10 percent.
 - 5.1.7. Reimbursable expenses shall include costs for travel, supplies, copies, phone calls, and similar project related expenses.
- 5.2. ENGINEER shall submit monthly statements of services rendered and reimbursable expenses.
- 5.3. ENGINEER's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until completion.
- 5.4. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's bill therefor, the amount due ENGINEER shall include a charge at the rate of 0.83% per month from said thirtieth day, and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services and expenses.

SECTION 6 - COST CONTROL

Opinions of probable cost, financial evaluations, feasibility studies, and economic analyses of alternate solutions prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any work to be performed on the basis of the ENGINEER's opinions must of necessity be speculative. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

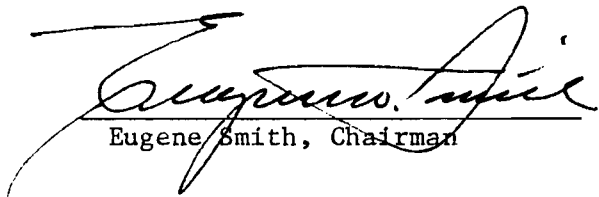
SECTION 7 - MISCELLANEOUS

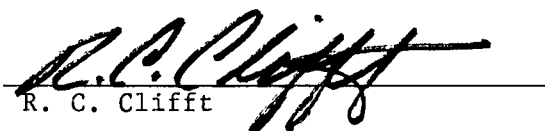
- 7.1. All documents prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Assignment. They are not intended or represented to be suitable for reuse by OWNER or others beyond that now contemplated. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.
- 7.2. The obligation to provide further services under this Agreement may be terminated (a) by OWNER with or without cause upon seven days' written notice to ENGINEER and (b) by ENGINEER for cause upon seven days' written notice to OWNER. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.
- 7.3. OWNER and ENGINEER, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.
- 7.4. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- 7.5. This Agreement (consisting of five pages), constitutes the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

EXECUTED in 2 counterparts (each of which is an original) on behalf of the ENGINEER and OWNER by its designated official (thereunto duly authorized) this ____ day of October, 1985.

OWNER: Jonesboro Industrial
Development Corp.

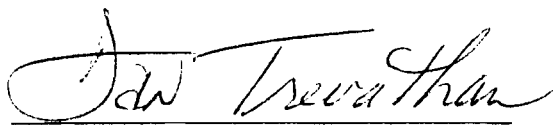
ENGINEER: R. C. Clifft, Ph.D., P.E.



Eugene Smith, Chairman


R. C. Clifft

ATTEST:

ATTEST:


Dan Trevathan


A. L. Mink

TRANSFER AND ASSIGNMENT OF
AGREEMENT FOR PROFESSIONAL SERVICES

The undersigned, Jonesboro Industrial Development Corporation ("OWNER"), R. C. Clifft, ("ENGINEER") and City of Jonesboro, Arkansas ("CITY") herewith agree to the assignment, conveyance and transfer by OWNER of the AGREEMENT FOR PROFESSIONAL SERVICES dated October _____, 1985 between OWNER and ENGINEER to CITY, and CITY herewith agrees to assume all requirements, obligations, responsibilities and performances due by the OWNER thereunder, this Assignment being given for considerations provided by and between the parties and for the purpose of making the CITY the contracting party with ENGINEER.

DATED _____, 1986.

OWNER:
Jonesboro Industrial Development Corporation

By 
Eugene Smith, Chairman

ENGINEER:

R. C. Clifft

CITY:
City of Jonesboro, Arkansas

by _____
Neil J. Stallings, Mayor

MAYOR'S ADVISORY COMMITTEE FOR THE DISABLED

Committee members are:

GROVER EVANS
1715 National Road 932-9724

DR. H.S. Steger
1925 Rosemond 935-8180

MARY SHAW
402 E. Cherry 935-5607

RUSSELL PATTON III
2117 Harrisburg Road 932-7345

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1415 Hidden Cove 972-6858

I.M. STOTTS
720 Kitchen 935-0163

CINDY HARRISON
606 Stonebridge 972-5047