

**SCS ENGINEERS, PC**

August 28, 2006

File No. 9000005.02

Mr. Jason Young  
Town of Woodfin  
90 Elk Mountain Road  
Woodfin, North Carolina 28804

Subject: Scope of Work and Fee Estimate for Services in Support of the  
Brownfields Cleanup Cooperative Agreement Cleanup Grant  
**Elk Mountain Landfill Project**  
Woodfin, North Carolina

Dear Jason:

SCS Engineers, P.C. hereby provides this scope of work and fee estimate to provide professional engineering services in support of the above referenced project. This scope of work and fee estimate is based on our current understanding of the project which is to prepare necessary reports, designs, and to provide construction quality assurance services in conjunction with the Brownfield Cleanup Cooperative Agreement.

We understand that the property will be transferred from the Town of Woodfin to Cherokee Investment Partners on December 31, 2006. Furthermore, we understand the Clean up Grant monies (estimated \$195,000 remain) must be used by December 31, 2006. The grant monies can be used for design, procurement, remedial action (i.e. trench construction), and confirmation sampling/final cleanup report. As shown below our estimated fee is \$93,200, which would leave about \$100,000 for the trench construction contractor. As a practical matter, this means that our design bid package services will need to include multiple phases of construction, only the first of which could be constructed by December 31. Subsequent phases of trench construction would be performed with other than EPA grant funds.

A meeting with EPA, NCDENR, Woodfin, Land of Sky, Cherokee and SCS is planned on either September 11<sup>th</sup> or 13<sup>th</sup> to discuss the grant funding requirements and the project schedule.

**SCOPE OF WORK**

This proposal outlines the services SCS will perform (from now until December 31, 2006) in support of the remedial design/remedial action for the landfill gas (LFG) cutoff trench. SCS will assume the role of Site Manager during the execution of the work described herein. In this role, SCS will perform the following assignments on behalf of the Town of Woodfin (the corresponding Work Plan task number is shown in italics):

- Finalize **Landfill Gas Control Plan** as required by the Brownfields Agreement.



- Prepare **Final Cleanup Plan** that will address the landfill gas (LFG) cut-off trench [Task 3C]. This report will be similar to the Landfill Gas Control Plan required by the Brownfields Agreement.
- Prepare site-specific **Quality Assurance Project Plan (QAPP)** [Task 3E].
- Prepare the **Construction Plans and Bid Documents** [Task 3D] for the LFG cutoff trench. The remedial design will cover the design and installation of the LFG cutoff trench to be installed around portion of the waste containing areas. The actual extent of the trench will be determined by Cherokee and will be based on the master plan for the site. This task also covers the preparation of bidding documents.
- **Bid Procurement and Construction Oversight** - Review and evaluate bids from remedial contractors, attend project-related meetings including the pre-bid meeting with prospective contractors, and provide construction administration including on-site monitoring and testing, attendance at construction meetings, review/approve contractor invoices and submittals, etc. [Task 4A].
- Conduct **Confirmation Sampling** following construction of the passive landfill gas trench [Task 4B], and
- Prepare **Final Cleanup Report** including record drawings and engineering certifications [Task 4C].

#### FEE ESTIMATE

A summary of our costs is provided below.

#### FEE ESTIMATE SUMMARY

Task No.	Description	Fee
1	Finalize Landfill Gas Control Plan	\$5,700
2	Prepare Final Cleanup Plan	\$4,200
3	Prepare QAPP	\$4,100
4	LFG Construction Plans and Bid Documents	\$22,200
5	Bid Procurement and Construction Oversight	\$40,700
6	Conformance Sampling	\$4,400
7	Prepare Final Report	\$11,900
	<b>Total</b>	<b>\$93,200</b>

Please note that Task 5 is estimated based on the contractor working 50 hours per week for 5-weeks. The actual fee associated with this item will be primarily a function of the length of

Mr. Jason Young  
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construction. A construction schedule will be required by the selected contractor and at that time a more accurate assessment of our fee will be submitted.

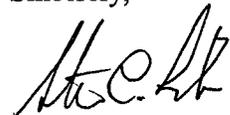
SCS proposes to complete work assignments on a time and materials basis in accordance with our attached Fee Schedule.

## **SCHEDULE**

As stated earlier, the task assignments that are eligible for the Grant, must be completed prior to December 31, 2006. To meet this schedule, SCS must begin work on Tasks 1 through 4 immediately. A project schedule illustrating the project timeline is provided herein. As this schedule shows, contractor selection should begin in mid October and construction of the LFG cutoff trench should start by mid November.

We are ready to begin immediately following the approval of this scope of work and receipt of a signed Agreement for Professional Services (attached). SCS appreciates the opportunity to provide continuing professional services in support of this important project. If you have any questions or require any additional information, please call Steve Lamb at 704-504-3107.

Sincerely,



Steven C. Lamb, P.E.  
Project Director  
SCS ENGINEERS, PC



Mike W. McLaughlin, P.E.  
Senior Vice President  
SCS ENGINEERS, PC

Attachments

M:\PROPOSALS\Town of Woodfin\woodfin\_proposal\_2006.doc

FEE ESTIMATE  
ELK MOUNTAIN LANDFILL BROWNFIELD PROJECT

**Task 1 - Finalize Landfill Gas Control Plan**

<b>Personnel</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	
Principal	\$170	hr	4	\$680
Project Director	\$150	hr	12	\$1,800
Project Manager	\$130	hr	0	\$0
Project Professional	\$90	hr	4	\$360
Staff Professional	\$75	hr	12	\$900
Cad Operator	\$70	hr	12	\$840
Administrator	\$55	hr	6	\$330
				<b>Labor Subtotal</b>
				<b>\$4,910</b>
<b>Other Direct Costs (ODC)</b>				
Computer	\$3.50	hr	50	\$175
Reproduction/Shipping	\$500	ls	1	\$500
				<b>ODC Subtotal</b>
				<b>\$675</b>
				G&A at 15%
				\$101
				<b>ODC Total</b>
				<b>\$776</b>
				<b>TASK TOTAL</b>
				<b>\$5,700</b>

**Task 2 - Final Cleanup Plan**

<b>Personnel</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	
Principal	\$170	hr	2	\$340
Project Director	\$150	hr	10	\$1,500
Project Manager	\$130	hr	0	\$0
Project Professional	\$90	hr	12	\$1,080
Staff Professional	\$75	hr	8	\$600
Administrator	\$55	hr	4	\$220
				<b>Labor Subtotal</b>
				<b>\$3,740</b>
<b>Other Direct Costs (ODC)</b>				
Computer	\$3.50	hr	36	\$126
Reproduction/Shipping	\$300	ls	1	\$300
				<b>ODC Subtotal</b>
				<b>\$426</b>
				G&A at 15%
				\$64
				<b>ODC Total</b>
				<b>\$490</b>
				<b>TASK TOTAL</b>
				<b>\$4,200</b>

FEE ESTIMATE  
ELK MOUNTAIN LANDFILL BROWNFIELD PROJECT

**Task 3 - Prepare Quality Assurance Project Plan (QAPP)**

Personnel	Rate	Unit	Quantity	
Principal	\$170	hr	1	\$170
Project Director	\$150	hr	4	\$600
Project Manager	\$130	hr	16	\$2,080
Project Professional	\$90	hr	0	\$0
Staff Professional	\$75	hr	8	\$600
Administrator	\$55	hr	6	\$330
<b>Labor Subtotal</b>				<b>\$3,780</b>
<b>Other Direct Costs (ODC)</b>				
Computer	\$3.50	hr	35	\$123
Reproduction/Shipping	\$150	ls	1	\$150
<b>ODC Subtotal</b>				<b>\$273</b>
G&A at 15%				\$41
<b>ODC Total</b>				<b>\$313</b>
<b>TASK TOTAL</b>				<b>\$4,100</b>

**Task 4 - LFG Control Construction Plans and Bid Documents**

Personnel	Rate	Unit	Quantity	
Principal	\$170	hr	8	\$1,360
Project Director	\$150	hr	36	\$5,400
Project Manager	\$130	hr	24	\$3,120
Project Professional	\$90	hr	16	\$1,440
Staff Professional	\$75	hr	80	\$6,000
Cad Operator	\$70	hr	40	\$2,800
Administrator	\$55	hr	12	\$660
<b>Labor Subtotal</b>				<b>\$20,780</b>
<b>Other Direct Costs (ODC)</b>				
Computer	\$3.50	hr	216	\$756
Reproduction/Shipping	\$500	ls	1	\$500
<b>ODC Subtotal</b>				<b>\$1,256</b>
G&A at 15%				\$188
<b>ODC Total</b>				<b>\$1,444</b>
<b>TASK TOTAL</b>				<b>\$22,200</b>

FEE ESTIMATE  
ELK MOUNTAIN LANDFILL BROWNFIELD PROJECT

**Task 5 - Bid Procurement and Construction Oversight**

Personnel	Rate	Unit	Quantity	
Principal	\$170	hr	4	\$680
Project Director	\$150	hr	40	\$6,000
Project Manager	\$130	hr	24	\$3,120
Project Professional	\$90	hr	50	\$4,500
Staff Professional	\$75	hr	8	\$600
Associate Staff/Technician	\$65	hr	250	\$16,250
Administrator	\$55	hr	24	\$1,320

**Labor Subtotal \$32,470**

**Other Direct Costs (ODC)**

Site Vehicle/Fuel	\$250	wk	5	\$1,250
Per Diem and Lodging	\$110	day	40	\$4,400
Reproduction/Shipping	\$1,000	ls	1	\$1,000
Miscellaneous	\$500	ls	1	\$500

**ODC Subtotal \$7,150**

G&A at 15% \$1,073

**ODC Total \$8,223**

**TASK TOTAL \$40,700**

**Task 6 - Confirmation Sampling**

Personnel	Rate	Unit	Quantity	
Principal	\$170	hr	1	\$170
Project Director	\$150	hr	2	\$300
Project Manager	\$130	hr	8	\$1,040
Project Professional	\$90	hr	0	\$0
Staff Professional	\$75	hr	22	\$1,650
Cad Operator	\$70	hr	0	\$0
Administrator	\$55	hr	2	\$110

**Labor Subtotal \$3,270**

**Other Direct Costs (ODC)**

Computer	\$3.50	hr	35	\$123
Site Vehicle	\$100	day	2	\$200
Equipment	\$100	day	2	\$200
Reproduction/Shipping	\$500	ls	1	\$500

**ODC Subtotal \$1,023**

G&A at 15% \$153

**ODC Total \$1,176**

**TASK TOTAL \$4,400**

FEE ESTIMATE  
ELK MOUNTAIN LANDFILL BROWNFIELD PROJECT

**Task 7 - Final Cleanup Report**

<b>Personnel</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	
Principal	\$170	hr	2	\$340
Project Director	\$150	hr	12	\$1,800
Project Manager	\$130	hr	16	\$2,080
Project Professional	\$90	hr	40	\$3,600
Staff Professional	\$75	hr	20	\$1,500
Cad Operator	\$70	hr	12	\$840
Administrator	\$55	hr	12	\$660
				<b>Labor Subtotal \$10,820</b>
<b>Other Direct Costs (ODC)</b>				
Computer	\$3.50	hr	114	\$399
Reproduction/Shipping	\$500	ls	1	\$500
				<b>ODC Subtotal \$899</b>
				G&A at 15% \$135
				<b>ODC Total \$1,034</b>
				<b>TASK TOTAL \$11,900</b>
				<b>\$93,200</b>



**SCS ENGINEERS – Charlotte, NC**  
**FEE SCHEDULE**

July 1, 2006

	<u>Rate/Hour</u>
Project Director .....	\$150-\$170
Project Manager .....	\$130
Senior Project Professional .....	\$120
Project Professional .....	\$90
Resident Engineer .....	\$85
Designer .....	\$70
Staff Professional .....	\$75
Associate Staff Professional .....	\$65
Technician .....	\$55-\$75
Administration .....	\$55

General Terms:

1. The hourly rates are effective through June 30, 2007. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile mileage rate is \$0.405 per mile) and subsistence, reproduction (\$0.10/page), computers (\$3.50 per billable hour for non-field work), long distance telephone, facsimile & color printing (\$1/page), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS's Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Resident Engineer rate based on full-time construction engineer on a project site for a minimum of one month.
7. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.

Elk Mountain Brownfield Project  
Town of Woodfin

ID	Task Name	Duration	Start	Finish	August	September	October	November	December	January
					Aug	Sep	Oct	Nov	Dec	Jan
1	Elk Mountain Landfill Brownfield Project	84 days	Tue 9/5/06	Fri 12/29/06						
2										
3	Award Contract	1 day	Tue 9/5/06	Tue 9/5/06						
4	Landfill Gas Control Plan	34 days	Tue 9/5/06	Fri 10/20/06						
5	Finalize Landfill Gas Control Plan	10 days	Tue 9/5/06	Mon 9/18/06						
6	NCDENR Review	20 days	Tue 9/19/06	Mon 10/16/06						
7	Address NCDENR Comments and Finalize	4 days	Tue 10/17/06	Fri 10/20/06						
8	Final Cleanup Plan and QAPP	34 days	Tue 9/5/06	Fri 10/20/06						
9	Prepare Final Cleanup Plan and QAPP	10 days	Tue 9/5/06	Mon 9/18/06						
10	EPA Review	20 days	Tue 9/19/06	Mon 10/16/06						
11	Address EPA Comments and Finalize	4 days	Tue 10/17/06	Fri 10/20/06						
12	LFG Construction Plans and Bid Documents	31 days	Mon 9/25/06	Mon 11/6/06						
13	Prepare Construction Plans and Bid Documents	20 days	Mon 9/25/06	Fri 10/20/06						
14	Advertise for Bids	5 days	Mon 10/23/06	Fri 10/27/06						
15	Pre-Bid Meeting	1 day	Mon 10/30/06	Mon 10/30/06						
16	Award Contract	1 day	Mon 11/6/06	Mon 11/6/06						
17	Bid Procurement and Construction Oversight	21 days	Tue 11/21/06	Tue 12/19/06						
18	Contractor Mobilizes	1 day	Tue 11/21/06	Tue 11/21/06						
19	Pre-Construction Meeting	1 day	Tue 11/21/06	Tue 11/21/06						
20	Trench Construction	20 days	Wed 11/22/06	Tue 12/19/06						
21	Conformance Sampling	6 days	Wed 12/20/06	Wed 12/27/06						
22	Prepare Final Report	13 days	Wed 12/13/06	Fri 12/29/06						

Project: Woodfin Project Schedule  
Date: Mon 8/28/06

Task  Progress  Summary  External Tasks  Deadline   
 Split  Milestone  Project Summary  External Milestone 

**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT BETWEEN SCS ENGINEERS AND CLIENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereafter "Agreement") is made by and between Town of Woodfin  
\_\_\_\_\_ (hereafter to as  
"Client"), and SCS Engineers (hereafter "SCS").

WHEREAS, Client intends to engage SCS to perform professional services for a project known as Elk Mt. Brownfield (hereafter "Project");

NOW, THEREFORE, Client and SCS do hereby agree as follows:

**ARTICLE 1--SCOPE OF SERVICES.** SCS shall provide professional services (hereafter "Services") as set forth in our proposal dated August 28, 2006, in accordance with the terms and conditions of this Agreement.

**ARTICLE 2--RESPONSIBILITIES OF THE CLIENT.** Client will:

- 2.1 Provide all criteria and full information as to its requirements for the Project.
- 2.2 Furnish SCS with data, reports, surveys, and other materials and information required for the Project, except such of the foregoing as are included in the Services to be provided by SCS.
- 2.3 Acquire all land and rights-of-way as required for the Project.
- 2.4 Provide access to the Project site and make all provisions for SCS to enter upon public and private lands as required for SCS to perform its Services under this Agreement.
- 2.5 Examine all studies, reports, sketches, construction costs, specifications, drawings, proposals and other documents presented by SCS to Client, and promptly render in writing Client's decisions pertaining thereto within a week, or, if a longer time is needed, within a period mutually agreed upon.
- 2.6 Give prompt written notice to SCS whenever Client observes or otherwise becomes aware of any defect in the Services rendered by SCS.
- 2.7 Furnish to SCS, prior to execution of this Agreement, a copy of any design, construction or other standards Client requires SCS to follow in performing Services under this Agreement.
- 2.8 Provide to SCS all budget requirements, if any, applicable to the Services and the Project.

**ARTICLE 3--CHANGES IN THE SERVICES.**

- 3.1 Changes may be made to the Services. Client may order additional Services upon the agreement of SCS. Client may delete previously ordered Services.
- 3.2 The provisions of this Agreement, with an equitable adjustment in SCS' compensation and schedule, shall apply to all changes in the services.
- 3.3 All changes to the Services shall be made pursuant to the Change Order form.
- 3.4 In the event Client directs SCS to perform changed Services without executing a Change Order in the form, SCS shall be compensated for the changed Services in accordance with SCS' then current standard rates as set out in our proposal dated August 28, 2006, unless otherwise agreed in writing by the Parties.

**ARTICLE 4--PROJECT SCHEDULE.**

4.1 The parties will mutually agree upon a schedule for performance of the Services ("Project Schedule").

4.2 SCS will begin performance of the Services upon Client's performance of all such Client responsibilities, as set out in Article 2, which are reasonably required in order for SCS to begin and perform the Services in accordance with the Project Schedule.

**ARTICLE 5--COMPENSATION.** For the Services as set forth in the Scope of Services, SCS shall be compensated as set forth below. Changes to the Services under Article 3 shall be compensated at SCS' then current standard rates as set out in our proposal dated August 28, 2006 unless otherwise agreed in writing by the parties.

5.1 SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Copies of SCS' current rates are attached in our proposal dated August 28, 2006. These rates are subject to adjustment on June 30 of each year.

5.2 SCS will be compensated in the lump sum amount provided on our proposal.

5.3 Other: SCS will be compensated as follows:

**ARTICLE 6--PAYMENT.** Payment for Services rendered by SCS shall be in accordance with the following:

6.1 Invoices will be submitted by SCS every month and will indicate:

(a) for time and expenses compensation, the time and expenses incurred during the period.

(b) for lump-sum compensation, the percentage of work completed during the period.

(c) for other compensation: \_\_\_\_\_.

6.2 Client will pay the sum of \$\_\_\_\_\_ upon execution of this Agreement as a professional retainer. This sum shall be applied as a credit to Client on SCS' final monthly invoice for Services under this Agreement.

6.3 Payments for invoices issued by SCS are due and payable upon receipt.

6.4 Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

6.5 If Client does not make timely payments, SCS may suspend performance of its Services on the basis of non-performance on the part of Client. When all amounts due are paid and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue its Services.

6.6 Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

**ARTICLE 7--INSURANCE.** SCS shall, during the performance of this Agreement, keep in force Workers' Compensation Insurance, including Employer's Liability Insurance for its employees, and Commercial General Liability Insurance with a combined minimum limit of \$1,000,000 for bodily injury and property damage.

**ARTICLE 8--LIMITATION OF LIABILITY.**

8.1 This Article 8 states the agreement of the parties with respect to allocation of the risks inherent in the type of project undertaken herein. The parties agree that SCS' liability under this Agreement and for the Project shall be limited to the amount covered, if any, by SCS' liability insurance then in effect, or the amount of SCS' total fees hereunder (whichever is greater).

8.2 If Client desires that SCS assume more of the risk under this Agreement and for the Project than is specified in Article 8.1, and is willing to compensate SCS for the greater assumption of risk then in consideration of Client paying a \_\_\_\_\_ surcharge (in addition to the compensation specified in Article 5, SCS' total liability under this Agreement and for the Project shall be limited to: \_\_\_\_\_ )

#### ARTICLE 9 RELEASE AND INDEMNIFICATION.

9.1 It is understood and agreed that, in seeking the Services of SCS under this Agreement, the Client may be requesting SCS to undertake obligations for the Client's benefit involving the presence or potential presence, or release or potential release to the environment, of hazardous substances and other contaminants. Therefore, Client agrees that SCS will not be responsible for, and does hereby release, hold harmless, indemnify, and defend SCS from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release or escape of hazardous substances or contaminants of any kind, excepting only such liability as may arise out of the sole negligence of SCS.

9.2 Except as provided in Article 9.1 above, and to the extent provided in Article 8 above, SCS shall indemnify and hold harmless Client from and against any liabilities, claims and causes of action which Client may suffer as a result of negligent acts, errors, or omissions, or the willful and reckless disregard of obligations under this Agreement on the part of SCS or SCS' agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Client's negligence.

#### ARTICLE 10--GENERAL PROVISIONS.

10.1 SCS will perform its Services hereunder, as specified in Attachment A, in a timely manner. SCS is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

10.2 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.

10.3 SCS shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting or others), at the time such Services are rendered. SCS makes no other warranty, either expressed or implied, as part of this Agreement.

10.4 SCS shall not disclose, or permit disclosure of any information designated by Client as confidential, except to its employees and other consultants who need such information in order to properly execute the Services of this Agreement. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to SCS by third parties who have the legal right to possess and disclose the information, (3) was in the possession of SCS prior to the disclosure of such information to SCS by Client, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of SCS to protect the public.

10.5 Statements made by SCS concerning probable construction costs and detailed cost projections represent SCS' judgment with respect thereto. It is recognized, however, that SCS has no control over actual site conditions, the cost of labor, materials, or equipment, a contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, SCS cannot and does not represent or guarantee that bids or ultimate Project costs will not vary from any statement of probable construction cost or other cost projection prepared by SCS.

10.6 All drawings, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such the original documents are and remain the property of SCS.

10.7 If construction at the site is to be performed by a person other than SCS, Client agrees to require such person to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. SCS shall have no responsibility for site health and safety for anyone other than its own employees and its subcontractors, unless SCS expressly has agreed to provide such services. Client agrees SCS shall not be responsible for and does hereby release, hold harmless, indemnify and defend SCS from and against all claims, losses, damages, liability and costs,

including costs of defense thereof, arising out of or in any way connected with performance of construction work by persons other than SCS and its subcontractors.

10.8 To the extent specifically provided in the Services, SCS will be available for advice and consultation, and will monitor on a limited basis construction work performed by persons other than SCS. SCS accepts no responsibility and makes no warranty whatsoever that construction work performed by other persons meets the design specifications (this being the sole responsibility of Client) unless the Services provides specifically for SCS to assume such responsibility. In no event shall SCS be responsible for the means, method or manner of performance of any persons other than SCS or its Subcontractors.

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

**ARTICLE 11--TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause; by mutual written agreement of the parties; or by either party with five (5) days written notice to the other in the event of continuing substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, SCS shall be paid for all Services performed by SCS to the effective date of termination. The indemnities of Article 9 and Article 10 shall survive any termination of this Agreement.

**ARTICLE 12--DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS.** 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.

**ARTICLE 13--EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated agreement between Client and SCS and supersedes all prior negotiations, representations, or agreements, either written or oral, for Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

**ARTICLE 14 - PARTIES TO AGREEMENT.** For the purposes of this Agreement, the term "SCS Engineers" shall mean SCS Engineers P.C. for projects in New York and North Carolina, and Stearns, Conrad and Schmidt Consulting Engineers, Inc. for all other projects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of last date written below.

CLIENT:  
SIGN: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SCS ENGINEERS:  
SIGN: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_