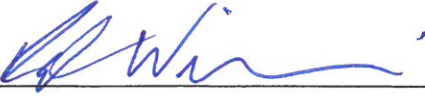


# STANTECH LLC AGREEMENT FOR SERVICES

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| <b>Project</b><br><b>Facility 1457299, City of Norman</b>   | <b>Client</b><br><b>City of Norman</b>   |
| <b>Project Location (Site)</b><br><b>1 West Gray, Norman, OK</b>  | <b>Client Project Number</b>   |
| <b>STE Project Number</b><br><b>1314-3594</b>   | <b>Owner (if different from Client)</b>  |
| <b>Date</b><br><b>01/02/2015</b>  | <b>Owner Project Number</b>  |
| This contract is by and between:<br><b>City of Norman</b><br><br>hereinafter referred to as "CLIENT")<br><br><b>and</b><br><br>StanTech LLC<br>4300 N. Lincoln Boulevard<br>Oklahoma City, Oklahoma 73105<br>(hereinafter referred to as "STE")   | <b>Mail Invoices to:</b><br><b>City of Norman</b><br><b>201-A West Gray</b><br><b>Norman, OK 73070</b><br><br><b>Address Project Correspondence to Client Representative:</b><br><b>Linda Price</b><br><br><b>Authorized STE Project Representative:</b><br><b>Robert Williams</b> |
| CLIENT hereby engages STE to provide the services set forth in PART I, at the project described herein ("Project"), CLIENT agrees to pay STE charges invoiced by STE for services rendered on the Project in accordance with PART II and to be bound by the standard terms and conditions contained herein. The parties agree:  |  |
| <b>PART I - Scope of Work (attach "Exhibit I" if more space is required) 1. On any suspicion (SOR) or confirmed release (NOR) work (NO DIRECT CHARGE TO CLIENT). Perform Oklahoma Corporation Commission (OCC) Petroleum Storage Tank Division (PSTD) requirements associated with a SOR or NOR.</b>  |  |
| <b>PART II - Fee (attach "Exhibit II" if more space is required) 1. On any Leaking Underground Storage Tank work, STE will accept OCC Indemnity Fund Reimbursement as full payment for OCC PSTD required work. STE understands that the client may be responsible for OCC deductible (1% up to a maximum of \$5,000 for a confirmed release).</b>   |  |
| The CLIENT agrees to pay STE's invoices upon receipt. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorneys' fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. Payment of the invoice shall constitute final approval of all aspects of the work performed to date by STE. If CLIENT has any objection to any of STE's invoices, CLIENT must so advise STE in writing giving the reasons for such objections within 14 days of receipt by the CLIENT of such invoice. If the Project is terminated in whole or in part, then STE shall be paid by the CLIENT for services performed prior to STE's receipt of written notice of such termination, in addition to STE's reimbursable expenses and reasonable shut-down costs incurred. |  |
| <b>Disclosure of Hazardous and Toxic Material and Conditions at the Project. (check one)</b><br>CLIENT is <u>not</u> aware of any hazardous wastes or substances, toxic materials or conditions or petroleum products ("Hazardous Materials") existing at site of the Project, EXCEPT (elect that which is applicable). <input type="checkbox"/> None <input checked="" type="checkbox"/> Petroleum Fuels Only<br><br>Those Items Described (attach "Exhibit III" if more space is required):   |  |
| <b>CLIENT: <u>City of Norman</u></b><br><br>Signature: _____<br><br>Name: <b><u>Cindy Rosenthal</u></b><br><br>Title: <b><u>Mayor</u></b><br><br>Date: _____  | <b>StanTech</b><br><br>Signature: <br><br>Name: <b><u>Robert Williams</u></b><br><br>Title: <b><u>PST Manager</u></b><br><br>Date: <b><u>1-28-2015</u></b>                                     |

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT  
 BY  DATE 2/2/15

StallTech LLC, herein "STE", as an independent consultant, agrees to provide to the "CLIENT" the services described in the Scope of Work pursuant to the following Standard Terms and Conditions which constitute a part of this Agreement:

**ARTICLE 1. SERVICES BY STE:**

a. STE will perform the services to be provided by STE pursuant to this Agreement in accordance with generally accepted engineering principles and practices of performance by professionals of ordinary skill existing at the time of performance under similar conditions for the locality where the services are to be performed. STE will reperform any of its agreed services not meeting this standard without additional compensation. The CLIENT hereby acknowledges that the Project involves certain inherent risk factors (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the services are performed with such care and skill. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. The Scope of Work cannot be changed, altered or amended, except by written agreement signed by STE.

b. STE's personnel may be present, either full or part time, to provide observation and field testing of specific parts of the Project in accordance with the Scope of Work set out herein. Should a contractor be involved in the Project, STE's work does not include supervision or direction of the work of the contractor, its employees or agents, and the presence of STE's field representatives and any observation or testing by STE will not excuse the contractor in any way for the acts or omissions of the contractor. It is agreed that STE will not be responsible for job or safety on the Project, STE will not assume control of or responsibility for the Project, STE will not undertake the responsibility for reporting to any public agencies any conditions on the Project except in those instances where STE is required by law to so notify governmental agencies of potential dangers or contamination. The CLIENT agrees to notify the appropriate federal, state or local public agencies as required by law and disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment or as may be otherwise necessary concerning the Project.

c. Field test or boring locations described in STE's report or shown on sketches are based on information furnished by others or estimates made in the field by STE personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

d. STE will maintain during the performance of the services by it under this Agreement, if reasonably available, (i) statutory Workers' Compensation liability coverage and (ii) Comprehensive General Liability insurance coverage in policy amounts of not less than One Million Dollars (\$1,000,000.00).

**ARTICLE 2. THE CLIENT'S RESPONSIBILITIES:**

a. CLIENT has obtained access and right of entry to the Project and hereby grants free access and right of entry to the Project to STE, its agents, staff, consultants and contractors or subcontractors, for the purpose of performing all acts, studies and research, including without limitation the obtaining of samples and the performance of tests and evaluations, pursuant to the Scope of Work.

b. CLIENT represents that CLIENT possesses all necessary permits and licenses required for the performance of the services to be provided by STE under this Agreement and for the continuation of CLIENT and STE's activities at the Project.

c. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STE for the proper performance of STE's services pursuant to this Agreement. STE may rely upon documents provided by the CLIENT in performing the services required under this Agreement; however, CLIENT-provided documents will remain the property of the CLIENT. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by STE as part of the service, pursuant to this Agreement, will remain STE's exclusive property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances will any documents produced by STE pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without STE's prior written consent. If CLIENT uses all or any portion of STE's work on another project without STE's written permission, CLIENT shall defend, indemnify and hold STE harmless from any and all claims arising from such unauthorized use. No part of any document STE delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without STE's written consent.

d. The CLIENT grants to STE a lien on the Project for the cost of all services, expenses and attorney fees provided herein, which lien may be enforced in accordance with the provisions governing mechanic's and materialmen's liens.

e. CLIENT is responsible for accurately delineating the locations of all subterranean conditions, including utilities. STE will take reasonable precautions to avoid known subterranean conditions which are dangerous.

f. CLIENT agrees to provide STE with continuing information as it becomes available to the CLIENT of any hazardous conditions or petroleum products on or under the Project.

**ARTICLE 3. SAMPLES:**

a. At Client's written request, STE will maintain non-hazardous preservable test samples and specimens or the residue therefrom for 30 days after the report date free of storage charges. Upon written request, STE will retain test specimens or samples for a mutually acceptable storage period and charge; at which time STE at its sole option may return samples to CLIENT or dispose of the samples. The CLIENT will not hold STE responsible or liable for any loss of test specimens or samples after the initial 30 days.

b. In the event that samples contain substances or constituents that may be considered hazardous or detrimental to health, safety, or the environment as defined by federal, state or local laws, rules, regulations, or ordinances, STE will after completion of testing and at CLIENT's expense (i) return such samples to CLIENT, or (ii) at the Client's written request and using a manifest signed by the CLIENT as generator, the CLIENT may arrange with a transporter for transport for disposal or treatment of such samples to a location selected by the CLIENT.

c. CLIENT agrees to pay all costs plus a reasonable handling charge associated with the storage, transport and disposal of samples. The CLIENT recognizes and agrees that STE does not own or assume title to such samples. All such samples are considered owned and possessed by the CLIENT.

**ARTICLE 4. PUBLIC LIABILITY:** In the event any third party brings suit or has a claim for bodily or personal injury, death, property damage, claims, losses, expenses or damages of any kind or description arising out of or in any way related to the Project or the Agreement, the CLIENT and/or STE will each defend its respective interests, shareholders, directors, officers, employees and contractors and pay its own costs of litigation.

**ARTICLE 5. LIABILITY TO CLIENT:** STE's total liability to the CLIENT for any claim, including but not limited to personal injury, death, property damage, claims, losses, expenses or damages of any kind arising out of or related to the Project or this Agreement shall not exceed \$50,000 or the amount of the Fee received by STE under this Agreement, whichever is greater. The limitation may be raised if CLIENT agrees to a surcharge equal to 4% of the Fee as set forth in Exhibit "II".

**ARTICLE 6. ENVIRONMENTAL LIABILITY:** It is understood that STE is not now and will not become under the terms, conditions or performance of this Agreement a handler, generator, operator, treater, storer, transporter or disposer (collectively "Disposer") under any federal, state or local environmental law or regulation, including but not limited to the Resource Conservation and Recovery Act of 1976 and the Comprehensive Environment Response Compensation and Liability Act, each as amended (collectively "Environmental Laws") and the CLIENT agrees to defend, hold harmless and indemnify STE and its officers, directors, employees and shareholders from and against STE's exposure to undisclosed Hazardous Materials, and any and all claims, liabilities, losses, damages, causes of action, penalties, fines, costs and expenses including but not limited to attorney fees (collectively "Claims") resulting from or in connection with CLIENT'S violation of any terms, conditions and provisions of this Agreement, CLIENT'S presence at or actions in connection with the Project, the CLIENT'S or any other party's violation of any Environmental Laws, as well as any and all Claims that STE is a Disposer.

**ARTICLE 7. ASSIGNMENT:** Neither the CLIENT, nor STE may delegate, assign, sublet or transfer its respective duties, benefits or interests in this Agreement including but not limited to reports, recommendations and data without the prior written consent of the non-assigning party, arising out of the work, except STE may retain the services of subcontractors to assist STE in performance of this Agreement.

**ARTICLE 8. TERMINATION:** This Agreement may be terminated by either party on written notice to the other party. If this Agreement is terminated, STE will be paid in full for all services performed through the termination date, in addition to STE's reasonable shut-down costs.

**ARTICLE 9. FORCE MAJEURE:** STE is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of STE.

**ARTICLE 10. NO THIRD PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than the CLIENT and STE and this Agreement has no third party beneficiaries.

**ARTICLE 11. SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between CLIENT and STE shall survive the completion of the services and the termination of this Agreement.

**ARTICLE 12. INTEGRATION:** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire agreement between the parties and cannot be changed or amended except by a written instrument signed by all parties hereto.

**ARTICLE 13. GOVERNING LAW AND VENUE:** This Agreement shall be governed in all respects by the laws of the State of Oklahoma. Each of the parties hereto shall only enforce a claim arising out of this Agreement in the appropriate state or federal court having subject and personal jurisdiction located in Oklahoma City, Oklahoma. For purposes of any action or proceeding instituted with respect to any such claim, all of the parties hereto irrevocably submit to the jurisdiction of such courts and irrevocably consent to service of process out of such courts by mailing a copy of the summons and complaint, by certified mail, return receipt requested, postage prepaid to each party at the address provided for such party in this Agreement.

**ARTICLE 14. INDEPENDENT CONTRACTOR:** In performing services under this Agreement, STE shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of the CLIENT.

**ARTICLE 15. NOTICE:** Notices shall be sufficiently given if either physically delivered or sent by certified mail, postage prepaid, to each of the parties at the address noted for such party in the introductory paragraph of this Agreement, or such other address as shall be furnished in writing by either party.