#### PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Weaver Consultants Group, LLC**, hereinafter called "**ENGINEER**", and the **City of Farmers Branch, Texas**, hereinafter called "**OWNER**". Owner and Engineer are hereafter collectively called "the Parties" and separately as "Party."

#### RECITALS

**WHEREAS**, OWNER desires ENGINEER to perform certain work and services set forth in Section 1, Scope of Work.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Work, and enumerated under Section 1, of this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, OWNER and ENGINEER agree as follows:

#### Section 1. <u>Scope of Work</u>

Upon issuance of a written Notice to Proceed by OWNER, ENGINEER agrees to provide to OWNER the necessary professional engineering services related to the preparation of plans and specifications for the **Phase E Landfill Gas Collection and Control System Expansion: Camelot Landfill, Denton County, Texas** ("the Project") as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Work").

#### Section 2. <u>Term of Agreement</u>

The term of this Agreement shall begin on the date this Agreement is signed by authorized representatives of the Parties (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

### Section 3. <u>Engineer Obligations</u>

A. ENGINEER shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, ENGINEER shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for ENGINEER to perform the services under this Agreement, ENGINEER shall be authorized to engage the services of any agents, assistants, persons, or corporations that ENGINEER may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to ENGINEER only if authorized in writing in advance by OWNER.

C. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Work.

### Section 4. <u>Payment</u>

A. OWNER agrees to pay ENGINEER for all services authorized in writing and properly performed by ENGINEER in accordance with the Payment Schedule set forth in the Scope of Work, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to ENGINEER, by OWNER, shall be based on invoices submitted by ENGINEER for work performed monthly by ENGINEER , less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

B. OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, ENGINEER has not made satisfactory progress on the design of this Project based on the Scope of Work and the Completion Schedule Estimate.

C. The Total Engineering Fee shall be as specified in the Scope of Work, which shall not exceed **One Hundred Forty-Three Thousand Four Hundred Ninety-One and no/100 Dollars (\$143,491.00).** OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

### Section 5. <u>Responsibilities</u>

A. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

### Section 6. <u>Time For Performance</u>

A. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. Such services shall be completed as provided in the Project Schedule set forth Section 2 of the Scope of Work after written Notification to Proceed from OWNER to ENGINEER, exclusive of OWNER and other governmental review time.

B. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

### Section 7. <u>Documents</u>

All surveys, studies, proposals, applications, drawings, plans, specifications and A. other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by ENGINEER in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as ENGINEER shall, upon completion of the services and full payment for the amended. ENGINEER'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGNIEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.)

prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

### Section 8. <u>Termination</u>

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

### Section 9. <u>Insurance</u>

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$4,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$4,000,000.00 per claim and \$4,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. ENGINEER shall provide written notice to OWNER of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

#### Section 10. Indemnification For Injury and Performance

OWNER shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of ENGINEER pursuant to this agreement. ENGINEER hereby waives all claims against OWNER, its officers and employees (collectively referred to in this section as "OWNER") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of OWNER or breach of OWNER's obligations hereunder. ENGINEER agrees to indemnify and save harmless OWNER from and damages (including court costs and reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by ENGINEER's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of ENGINEER, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of OWNER, in whole or in part, in which case ENGINEER shall indemnify OWNER only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). ENGINEER's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by ENGINEER under this Agreement. This provision shall survive the termination of this Agreement.

#### Section 11. <u>Assignment</u>

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

#### Section 12. <u>Applicable Laws</u>

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

#### Section 13. <u>Default of ENGINEER</u>

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

#### Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

#### Section 15. <u>Agreement Amendments</u>

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

#### Section 16. <u>Severability</u>.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### Section 17. <u>Independent Contractor</u>.

It is understood and agreed by and between the Parties that ENGINEER, in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

#### Section 18. <u>Right-Of-Access</u>.

OWNER will obtain and/or furnish right-of-access on any project site for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to any Task Order. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

#### Section 19. <u>Notice.</u>

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:	Shane Davis
(Physical Address)	Environmental Services and Solid Waste Manager
	City of Farmers Branch
	13000 William Dodson Pkwy
	Farmers Branch, TX 75234
(Mailing address):	P.O. Box 819010
	Farmers Branch, TX 75381

(With copies to):	Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 500 North Akard, Suite 1800 Dallas, Texas 75201
	Randy Walhood, Director of Public Works City of Farmers Branch 13000 William Dodson Pkwy Farmers Branch, TX 75234
If to ENGINEER:	Matt K. Stutz, P.E. Weaver Boos Consultants LLC-Southwest 6420 Southwest Blvd., Suite 206 Fort Worth, TX 76109

#### Section 20. <u>Counterparts</u>.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

#### Section 22. <u>Exhibits</u>.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

#### Section 23. <u>Survival of Obligations</u>.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

SIGNED AND AGREED this \_\_\_\_\_ day of December, 2016.

Owner: City of Farmers Branch, Texas

By:\_\_\_

Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Engineer: Weaver Consultants Group, LLC

By:\_\_\_\_\_

Name:

Its:\_\_\_\_\_

# **EXHIBIT A:SCOPE OF WORK**

## PHASE E LANDFILL GAS COLLECTION AND CONTROL SYSTEM EXPANSION

# CAMELOT LANDFILL DENTON COUNTY, TEXAS

Prepared for City of Farmers Branch October 2016

Prepared by

Weaver Consultants Group, LLC TBPE Firm Registration No. F-3727 6420 Southwest Boulevard, Suite 206 Fort Worth, Texas 76109 817-735-9770

# Introduction

The City of Farmers Branch (City) owns the Camelot Landfill (Landfill). The facility is presently equipped with an active landfill gas (LFG) collection and control system (GCCS) that extracts LFG generated from the landfill for combustion within an onsite flare system and sends to the LFGTE facility for beneficial use. It is our understanding that City wishes to expand the existing GCCS in order to control greenhouse gas emissions and prevent potential odors. In addition, this proposal includes the drilling, CQA, and surveying services for raising the four (4) groundwater monitoring wells.

# Project Approach

Based on recent meetings and discussions with City staff, as well as our understanding of the site, Weaver Consultants Group, LLC (WCG) has developed the following scope of services. The proposed scope of services consists of the following tasks.

- Task 1 Project Planning Meeting
- Task 2 Preliminary Design
- Task 3 MSW Permitting
- Task 4 Construction Documents
- Task 5 Advertisement and Award
- Task 6 Construction Management
- Task 7 GCCS Construction Quality Assurance
- Task 8 Construction Surveying
- Task 9 Construction Documentation Report/Record Drawings
- Task 10 Raising Groundwater Monitoring Wells

The following describes in detail each of the proposed tasks to be prepared under the project.

# Task 1 – Project Planning Meeting

WCG staff will visit the project site to meet with City staff to discuss the scope of the project, identify project constraints, and to obtain additional site-specific background data that may be required for successful completion of the work.

# Task 2 – Preliminary Design

Following the completion of Task 1, WCG will proceed with the preliminary design for the GCCS expansion. Permit level drawings will be developed for insertion into the Permit Modification prepared under Task 3. A draft of the preliminary design drawings will be submitted to the City for review and comment. WCG will be prepared to meet with the City to discuss the system plan and details.

The detailed construction plans and details, and technical specifications will be developed in Task 4.

# Task 3 – MSW Permitting

WCG will prepare and submit a Permit Modification on behalf of the City for the proposed GCCS expansion for TCEQ approval. The Permit Modification will be submitted as a revision to the City's existing Attachment 14 – Landfill Gas Management Plan. The document will include revised pages to the site's existing Landfill Gas Management Plan, as well as permit level drawings and a narrative description of the proposed GCCS. Draft copies of the permit modification will be submitted to the City for review and comment. WCG will be prepared to discuss the draft permit modification with City representatives via teleconference and to answer any comments. Once we have received City review comments, WCG will submit the permit modification to the TCEQ for approval.

In addition, WCG will prepare the 45-day asbestos notification letter for submittal to TCEQ.

# Task 4 – Construction Documents

While the TCEQ is reviewing and approving the permit modification, WCG will proceed with the development of GCCS construction documents. Detailed drawings will be developed suitable for competitive bidding and construction purposes. The final construction plans and details will be developed based on the City's review of the preliminary plans and details. WCG will be prepared to meet with the City to discuss their review comments on the draft set of construction drawings. City comments will then be incorporated into the final GCCS construction plans and details for bidding and construction purposes.

WCG will also prepare the technical specifications for the GCCS expansion. The technical specifications will include a description of equipment design and performance, construction materials, and execution requirements. WCG assumes the City will provide the standard City front-end bid package documents, including general conditions,

supplementary conditions, and other necessary bid documents used in City contract documents if they have changed since the latest bid package was completed.

WCG will prepare and submit a draft of the assembled contract documents to the City for review. Upon receipt of the City's comments, the bid documents and technical specifications will be finalized and ten sets of the final contract documents will be prepared for bidding purposes.

### Task 5 – Advertisement and Award

Under this task, WCG will assist the City throughout the bid advertisement and award phase for the GCCS expansion. WCG will coordinate with the City for advertisement of the project in local newspapers, as well as notifications to contractors experienced with this type of construction project. WCG will prepare the Invitation to Bidders for the City's use in placing the notice in the newspapers.

A Pre-Bid Conference will be conducted by WCG at the site for all interested bidders. WCG will also respond to any questions from bidders during the bidding phase and prepare and distribute any addenda, if required.

In addition, WCG will participate in the bid opening if desired by the City. Afterwards, WCG will tabulate the bids and evaluate the qualifications of the low bidder. A recommendation of award will then be provided to the City.

### Task 6 – Construction Management

Under this task, WCG will provide construction management to the City. Included in this task are the following activities:

- Attendance at a pre-construction meeting.
- Review and approval of all contractor material submittals and shop drawings.
- Provide technical clarifications or interpretations of the work to the Contractor, as needed.
- Attendance of three additional meetings during the course of the project.
- Review and recommendation for approval of all pay requests by the Contractor.
- Review and recommendation of any change order requests issued by the Contractor.
- Preparation and issuance of any field changes or change orders issued by the City.
- Attendance of the final inspection and the preparation of a final punch list.

### Task 7 – GCCS Construction Quality Assurance

As part of this task, WCG will provide full-time construction quality assurance (CQA) observation and inspections during the drilling and piping phases of construction.

The CQA inspections will be to verify that the Contractor is performing the work in accordance with the construction drawings and written specifications. CQA personnel will prepare daily construction observation reports for each day they are onsite and will include these in the Construction Documentation Report completed after the end of construction.

WCG will also be onsite for any quality control testing required for the GCCS expansion, including the pressure testing of the new piping installations.

In order to provide a cost effective construction quality assurance, this project was been divided into two subtasks as described below.

## **Extraction Well Installation**

In order to prepare the cost estimate for this proposal it was assumed that a field technician would be onsite full time during drilling and installation of the extraction wells. It is estimated that the drilling will take seventeen (17) ten-hour days to complete.

### System Installation

During the installation of the piping it is assumed that the field technician will be onsite full time. Piping installation is expected to last ten weeks of six ten-hour days.

## Task 8 – Construction Surveying

WCG will provide one surveying visit to complete the pre-construction staking for the GCCS expansion, as well as complete the as-built survey for the newly installed piping and wells.

### Task 9 – Construction Documentation Report/Record Drawings

WCG will prepare a construction report summarizing our CQA observations and inspections during the GCCS expansion. This report will briefly describe the construction methods and procedures used by the Contractor with respect to compliance with the Contract Documents. WCG will also prepare a set of record drawings for the project, based on the completed survey and field observations, and include them in the construction report. Two copies of the construction report will be submitted to the City for your records.

### Task 10 – Raising Groundwater Monitoring Wells

Due to the recent slurry wall construction, surface water is ponding around the 4 groundwater monitoring wells. This task includes the driller supervision while he removes each well's surface pad and protective cover box, supervising landfill personnel while placing additional soil lifts, and supervising the driller as he replaces the 4 surface completions including resurveying and report preparation. The detail task for raising four (4) groundwater monitoring wells includes the following;

### Field CQA and Report Preparation

Under this task, a WCG geologist will supervise a Texas-licensed monitor well driller in the field during the removal of the surface completions (concrete pads and protective metal covers) at existing monitor wells MW-4R, MW-9, MW-10 and MW-12. After the

removals, WCG will supervise landfill personnel while they place additional soil lifts at each of the 4 well locations. Following the soil lift placements, WCG will supervise the driller while he replaces the surface completions. WCG will prepare two draft electronic copies of a report to be submitted to Republic and the City for review and comment via email. Once we have received review comments, WCG will submit six final plugging report copies to the TCEQ, Republic Services and City.

#### **Driller Services**

WCG will subcontract the services of a Texas-licensed monitor well driller to raise the monitor well casings for 4 wells in accordance with TCEQ and TDLR requirements. All removed well materials will be transported by the driller to a location specified by Camelot Landfill for disposal at no cost to the driller or WCG. At the completion of the probe plugging, the driller will submit one driller's plugging report to WCG. The driller's report will be incorporated into the project's plugging report.

#### Surveyor Services

This task includes resurveying the 4 monitor wells for top of casing elevations.

# PROJECT SCHEDULE

WCG will begin the work described in this proposal upon receiving authorization to proceed. The following is our estimated schedule with the authorization to proceed date as Week 0.

Task No.	Description	Completion Date
1	Project Planning Meeting	Week 2
2	Preliminary Design	Week 3
3	MSW Permitting/LFG Remediation Plan	Week 4
4	Construction Documents	Week 8
5	Advertisement and Award	Week 10
6, 7, 8, 9	Construction Services	Begin Week 14
10	Raising Groundwater Monitoring Wells	Week 12

#### **Estimated Project Schedule**

WCG proposes to perform the services described in the scope of work on lump sum basis. Cost estimates for each task in the project are presented on Table 2.

Task No.	Description	Labor Cost (\$)	Direct Expense (\$)	Estimated Task Cost (\$)
1	Project Planning Meeting	\$1,600	\$400	\$2,000
2	Preliminary Design	\$6,100		\$6,100
3	MSW Permitting	\$4,100	\$300	\$4,400
4	Construction Documents	\$9,900	\$700	\$10,600
5	Advertisement and Award	\$3,800	\$200	\$4,500
6	Construction Management	\$17,250	\$550	\$17,800
7	GCCS Construction Quality Assurance			
	7.1 – Extraction Well Installation	\$14,450	\$1,850	\$16,300
	7.2 – Pipe Installation	\$53,650	\$6,800	\$60,450
8	Construction Surveying	\$5,700	\$300	\$6,000
9	Construction Documentation Report	\$4,600	\$400	\$5,000
10	Raising Ground Water Monitoring Wells			
	10.1 – Field CQA and Report Preparation	\$3,904	\$857	\$4,761
	10.2 – Driller Services	\$0	\$4,580	\$4,580
	10.3 – Surveyor Services	\$850	\$150	\$1,000
			Total:	\$143,491

#### Estimated Project Budget Camelot Landfill

### Assumptions

To prepare the scope of work and budget for the proposed services, WCG has made the following assumptions.

• The site will be able to provide all necessary information relevant to this project. Available background materials requested will be provided to WCG at no cost.

- The City will provide electronic copies of its standard front-end bid package documents, including general conditions, supplementary conditions, and other necessary bid documents used in City contract documents.
- The GCCS expansion design shall be completed using the most recent aerial photography and topographic information available to WCG. As such, the construction bid quantities may require modification based on physical changes to site conditions since the time of the aerial photograph and topographic mapping.
- Any work not included under this proposed scope of services shall be performed after a new scope and price have been approved by the City. If necessary, unit price or time and materials (T&M) estimate will be established to cover any work beyond the scope of this project.
- Our CQA budget is based on anticipated production estimates for the quantities of work completed by the contractor on a daily basis. Production rates vary by contractor based on its available resources. Should the actual rate of completed work be less that that projected, WCG will notify City personnel to discuss options, including the possibility of a contract addendum.
- No provisions are included for any weather-related delays, or delays caused by the Contractor's actions.
- Task 10 cost includes 2 driller and 3 WCG mobilizations to the site.
- The site will place additional soils at 4 monitor well locations to raise the ground surface at no cost to WCG or the driller.
- The site will provide any access improvements necessary for the driller's equipment access to the well locations at no cost to WCG or the driller.