



# Environmental & Civil Engineering Services

Engineering • Geotechnical • Testing

Monday, September 11, 2015 7

Delivery Method: **Via Email**

**Mr. Tim Begley**  
**Director of Engineering**  
**City of Crossville**  
**392 North Main Street**  
**Crossville, TN 38555**

**RE: Proposal for Additional Landfill Compliance Monitoring Services**  
**Crossville Landfill | Closed Chestnut Hill Road Site**

Dear Mr. Begley,

The State of Tennessee Department of Environment and Conservation, Division of Solid Waste Management has requested that you install a low flow-sampling pumps for your Groundwater Monitoring Well #3 at your closed landfill currently in assessment monitoring. The well has elevated readings for mercury and the intent is to obtain a representative groundwater sample and to identify factors that may contribute to the present exceedance. Installation of a pump will allow for minimal disturbance of the groundwater during sampling and the formation around the well, which should contribute better accuracy for the groundwater metal content.

Currently, dedicated balers are stored at our laboratory and utilized during the purge and sampling of your monitoring wells. Purging consist of removing three well volumes before sampling is performed to ensure representative groundwater has moved into the well void. A dedicated low flow bladder pump will be permanently install in the well and operated by compressed nitrogen to remove water at a rate well below that of hand baling. A generator and air compressor supplies air to a controller/ regulator, which in turn regulates the air flow rate to inflate a bladder within the pump thus controlling the groundwater discharge from the pump. The bladder pump design prevents contact of the water sample and the operation air to ensure a contamination free sample.

**Proposed Services - Provide and install one (1) dedicated bladder pump, and provide quarterly sampling of monitoring well with dedicated pump to include compressed nitrogen, and additional monitoring labor.**

**Details of Proposed Services:**

- 1. Provide and Install one (1) dedicated bladder pump**

- Provide one dedicated bladder pump. Maintenance and repairs not included in, but will be provided as necessary on a time and material basis. Estimated life of the bladder pump is 15 years with routine replacement of bladders and O-rings.
- Provide 100 feet of stainless steel cable and 100 feet of dual bonded tubing
- Provide one well cap, 2” diameter with quick connect fittings
- Installation of bladder pump with stainless steel cable and bonded dual tubing to the pump, and well cap.

**2. Provide Quarterly Sampling of Monitoring Well with Dedicated Pump**

- Provide a bladder pump controller and regulator for the operation of the bladder pump.
- Provide oil less air compressor and generator to operate bladder pump.
- Provide labor for the operation of the controller and for the extended time required to purge and sample beyond the dedicated baler requirement.
- Due to the remote location of the well, we will provide means to get all necessary equipment to the well for operation.
- All other sampling, laboratory analysis and statistical analysis not part of this work and based on the requirements of our existing contract.

<b>Fee Summary</b>	
<i>Description of Services</i>	<i>Base Fee</i>
<b>Provide and Install one Dedicated Bladder Pump</b>	<b>\$2114 Each</b>
<b>Provide Quarterly Sampling of the One Monitoring Well with Dedicated Pump</b>	<b>\$825 / per quarter/per well</b>
<b>Provide Consulting Services for Compliance beyond the Detection Monitoring</b>	<b>\$130 / hour, Professional Engineer \$85 / hour, Engineering Technician II \$35 / Clerical</b>

This proposal is subject to the attached Consulting Agreement.

Upon your review and acceptance of the attached agreement, please sign and return one complete original copy to my office, prior to the start of our work on the project.

Thank you again for the opportunity to quote these services and we look forward to working with you on this project and others in the future. If you have any questions, please feel free to call me. You may reach me at 931.484.9321 and by fax at 931.484.9322.

Sincerely,

*Crossville Landfill | Closed Chestnut Hill Site  
Sampling Pump Installation and Quarterly Sampling  
Monday, September 11, 2017  
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Environmental & Civil Engineering Services

A handwritten signature in blue ink, reading "Chuck F. Burgess". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chuck F. Burgess, P.E., M.NSPE, M.ASCE  
Consulting Engineer

*Enclosures (1) – Consulting Agreement, dated September 11, 2017, five pages  
CFB/mlb*

## Consulting Agreement

**THIS CONSULTING AGREEMENT (the "Agreement") dated this 11<sup>th</sup> Day of September 2017**

**Between:**

The Government of the City of Crossville of 392 North Main Street, Crossville, Tennessee, 38555  
(the "Client")

**-AND-**

Environmental & Civil Engineering Services of 702 Old Jamestown Highway, Crossville, TN, 38555  
(the "Consultant")

### **BACKGROUND:**

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **Services Provided**

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Services will include providing consulting for ground water compliance monitoring as outlined in previous proposal cover dated September 11, 2017, three pages.
  - Additional services as necessary but not previously outlined and mutually agreed upon.
2. The Services will also include any other consulting tasks which the Parties may agree to conduct. The Consultant hereby agrees to provide such Services to the Client.

### **Term of Agreement**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party breaches a material provisions under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

### **Performance**

5. The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

7. The Consultant will charge the Client for the Services at a unit price rate based on our standard rates presented in Exhibit A.

8. The Consultant will charge the Client a flat fee for services outlined at a unit rate.
9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
10. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
11. If this Agreement is terminated by the Client before the completion of the Services, but where Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of the termination.

#### **Reimbursement of Expenses**

12. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
13. All expenses must be pre-approved by the Client.
14. Or
15. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:
  - a. The Consultant will be reimbursed for mileage and travel time based on the Crossville office location.

#### **Penalties for Late Payment**

16. Any late payment will trigger a fee of 0.75% per month on the amount still owing.

#### **Confidentiality**

17. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
18. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
19. All written and oral information and material disclosed by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **Ownership of Intellectual Property**

20. All intellectual property and related material (the "Intellectual Property") that are developed or provided under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use of this Intellectual Property.
21. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

#### **Return of Property**

22. Upon the expiry or termination of this Agreement, the Consultant will return to the Client and property, documentation, records, or Confidential Information which is the property of the Client.

#### **Capacity / Independent Contractor**

23. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for

service. The Client is not required to pay or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

#### **Notice**

24. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City of Crossville, Tennessee  
392 North Main Street, Tennessee, 38555
- b. Environmental & Civil Engineering Services  
702 Old Jamestown Highway, Crossville, Tennessee, 38555

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **Indemnification**

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable, legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors, and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of the Agreement.

#### **Additional Clause**

26. No additional clauses presented.

#### **Modification of Agreement**

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Assignment**

28. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **Entire Agreement**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Enurement**

30. This Agreement will enure to the benefit of and be binding upon the Parties, and their respective heirs, executors, administrators and permitted successors and assigns.

#### **Title/Headings**

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

33. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

**Severability**

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 11<sup>th</sup> day of September, 2017.

City of Crossville, Tennessee

Per: \_\_\_\_\_

Environmental & Civil Engineering Services

Per: 

Exhibit A			
Environmental & Civil Engineering Services			
Schedule of Services and Fees			
Effective January 1, 2017			
		Rate	Unit
<b><u>Engineering Services</u></b>			
Principal Engineer		\$160.00	HR
Project Engineer		\$130.00	HR
Registered Surveyor		\$95.00	HR
Biologist		\$75.00	HR
Engineer Intern		\$100.00	HR
Senior Engineering Technician		\$90.00	HR
CAD Technician		\$85.00	HR
Clerical		\$35.00	HR
<b><u>Field Services</u></b>			
Resident Project Representative (RPR)		\$60.00	HR
1-Man Survey Crew, topographic		\$90.00	HR
2-Man Survey Crew, topographic		\$125.00	HR
Quality Assurance Manager (PE)		\$130.00	HR
Quality Assurance Technician - Soil		\$50.00	HR
Quality Assurance Technician - Concrete		\$55.00	HR
Quality Assurance Technician - Asphalt		\$55.00	HR
<b><u>Field Testing and Laboratory Services</u></b>			
Hand Auger Drilling and Sampling		\$50.00	HR
Shelby Tube Sampling		\$75.00	TEST
Moisture Content Test		\$5.00	TEST
Density Determination	included in field tech time		TEST
<i>Construction Permeability Testing:</i>			
Falling Head		\$200.00	TEST
Constant Head		\$200.00	TEST
Concrete Slump Test	included in field tech time		TEST
Concrete Air Entrained Content		\$5.00	TEST
Atterberg Limit Determination (ASTM D-4318)		\$65.00	TEST
Percent Passing #200 Sieve (ASTM D-1140)		\$25.00	TEST
Grain Size Analysis - Mechanical (ASTM D-422)		\$65.00	TEST
<i>Moisture-Density Relationship:</i>			
ASTM D-698 (Standard)		\$130.00	TEST
<i>Remolded Permeability Testing:</i>			
Falling Head		\$175.00	TEST
Constant Head		\$175.00	TEST
Sample Preparation		\$40.00	HR
<b><u>Remarks</u></b>			
1 - If Specialists or Disciplines outside of the firm are required, these will be provided at the amount billed to the Engineer times a factor of 1.3.			
2- Standard rates are for work conducted with the standard work hours of 8am-5pm, Monday through Friday. All work outside of the standard work hours subject to a 1.3			
3 - Travel cost consist of current federal milage rate and applicable staff rate.			
4- Services and fees not listed above can be quoted upon request.			