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TBPE Firm No. F-1669

January 18, 2023

Montague County
PO Box 416
Montague, Texas 76251

Attn: Mr. Mike Mayfield
Commissioner – Precinct 2

Re: Wastewater Treatment Facility & Discharge Permit Application
County Jail Facility

Gentlemen:

In response to your request for a proposal to provide professional engineering services for the referenced project, Wasteline Engineering, Inc., is pleased to present the following for your consideration.

Scope of Services

Our understanding of the services required at this time is:

- Prepare an application for a WCO disposal permit for the treated wastewater by direct discharge and submit same to the Texas Commission on Environmental Quality (TCEQ);
- Provide liaison with the TCEQ up to the time that a permit is issued or a public hearing or mediation is requested, whichever occurs first.

Should additional information be requested by the TCEQ that was omitted from the application by this office, we will provide same at no additional expense to the Applicant or your office. In the event that a public hearing or mediation is requested, we will prepare for the hearing on the Applicant's behalf on a reimbursable basis of \$200.00 per hour plus applicable expenses times 1.1. We will attend and provide testimony at the public hearing or mediation on the Applicant's behalf at a reimbursable rate of \$250.00 per hour. We will perform this reimbursable work only at your written request.

- Prepare plans and specifications suitable for construction purposes for a new 10,000 gallon per day wastewater treatment plant to include: an aeration basin, clarifier, chlorine contact basin, and sludge holding tank; flow measurement, effluent pumping to a remote discharge point (if necessary), yard piping and appurtenances, access drive, chain link fencing, and site electrical including a standby generator and automatic transfer switch.

- Submit the plans and specifications for the above facilities to the applicable TCEQ department for review and approval; and
- Provide your office with the plans and specifications as approved by the TCEQ in digital format (pdf) for bidding and construction purposes.

The cost of the above services will be a lump sum fee of \$49,300.00. Our fee *does not include any design survey efforts* that we may require to prepare the construction plans – we will attempt to utilize topographic survey data available from North Central Texas Council of Governments.

Bidding and/or construction phase engineering efforts, if desired and requested by you, can be provided to you under a separate contract.

Payment Schedule

Billings: monthly on the basis of percent (%) complete

Billings will be made monthly for work performed on this project. All billings are due in full ten (10) days following submittal for payment. Billings shall be presented electronically to you or your designated recipient.

Montague County shall be responsible for all permit application fees, filing fees, inspection fees, and other fees necessary for the submittal of documents and construction activities.

Schedule of Services

We anticipate completion of the above services within twelve (12) to sixteen (16) weeks following your authorization to begin.

If this proposal meets with your approval, please signify your acceptance by executing this document and Attachment “A”. Please return an executed copy of this agreement, and an initialed Attachment “A” as your authorization for us to begin our efforts.


We look forward to working with you on this project. Should you have questions concerning any of the above, please do not hesitate to contact this office. Thank you for the opportunity to provide these services to Montague County.

Very truly yours,
WASTELINE ENGINEERING, INC.
TX Registered Engineering Firm #F-1669



Glenn Breisch, P.E.
President

ACCEPTED BY:



County Judge

Title

January 23, 2023

Date

ATTACHMENT A Terms and Conditions

Wasteline Engineering, Inc., (the "Engineer") shall perform the services outlined in the agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Engineer will have access to the site for activities for the performance of the services. The Engineer will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and the Engineer shall be submitted to non-binding mediation. Client and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. *Invoices shall be payable within ten (10) days after the invoice date.* If the invoice is not paid within twenty (20) days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.

The Engineer is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. The Client is not obligated to indemnify the Engineer in any manner whatsoever for the Engineer's own negligence.

Certifications:

Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Termination of Services:

This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Engineer under this agreement are and shall remain the property of the Engineer as instruments of service and may not be used by the Client for any other endeavor without the written consent of the Engineer. Should the Client desire copies of said documents, paper copies shall be made available.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of the agreement from any cause or causes, shall not exceed the total amount of the Engineer's fee for the project (\$49,300.00). Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here:  (Client)  (Engineer)