

V-F

A-G-R-E-E-M-E-N-T

for

THIS AGREEMENT, made this 4th day of March, 1992, between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, hereinafter referred to as "CITY" and ROY F. WESTON, INC., 6021 Live Oak Parkway, Norcross, GA. 30093, hereinafter referred to as "CONSULTANT".

W-I-T-N-E-S-S-E-T-H:

WHEREAS, CITY requires professional services of a consulting firm with expertise in the design and construction of sanitary and/or demolition landfills; and

WHEREAS, the CONSULTANT is learned, experienced, capable, well qualified, willing and able to provide its services to the CITY:

NOW, THEREFORE, the parties agree as follows:

1. Appointment and Authorization of CONSULTANT: CONSULTANT is hereby retained and appointed as an independent contractor to perform certain services with respect to providing a feasibility study for a demolition/sanitary landfill and related activities, and shall serve the CITY upon such terms and conditions as are hereinafter set forth.
2. Services of CONSULTANT: CONSULTANT will provide a feasibility study as called for in Step I, Appendix I, CITY'S invitation dated July 17, 1991, for an Expression of Interest, EXHIBIT "A" and as set forth in Attachment 1, CONSULTANT'S proposal dated December 30, 1991, EXHIBIT "B", which is by reference hereby made a part of this Agreement as though expressly rewritten, incorporated, and included herein as it is consistent herewith; and where it is inconsistent, the Agreement shall control. It is understood and agreed that the proposed study may



CITY OF  
KINGSPORT  
TENNESSEE

Franklin L. Moore, CPPO  
Purchasing Director

225 West Center Street  
Kingsport, TN 37660  
(615) 229-9419 Fax (615) 224-2433



be terminated at the completion of any task as identified herein and that upon completion of TASK 5 - Conduct Operational Evaluation, the CONSULTANT will not proceed unless authorized by the CITY in writing.

3. Relation between CITY and CONSULTANT: The parties to this Agreement intend that the relation between them created by this Agreement is that of employer-independent contractor. CONSULTANT is not, nor shall they be deemed to be, the employee, agent or servant of the CITY.
4. Schedule of Work: CONSULTANT will complete the study through TASK 5 within forty-five (45) calendar days of execution of the contract and the remainder of the study within sixty (60) calendar days of authorization to complete remaining task steps.
5. Professional Standards: CONSULTANT shall perform their duties under this Agreement in accordance with such standards, professional ethics and practices as may from time to time be applicable during the term of their engagement hereunder.
6. Disposition of Property and Materials: All data, documents, publications, records, samples or any other material which is produced under this Agreement shall be the property of CITY upon payment of the CITY, even though CONSULTANT or another party may have physical possession of the particular items.
7. Additional Services of Engineer: If authorized in writing by CITY, CONSULTANT shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by CITY as indicated in Paragraph 9.

a) Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, location, complexity, CITY'S schedule, or character of construction; and revising of previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond CONSULTANT'S control.

b) Consulting services (such as geotechnical) which may be necessary at any time for the PROJECT.

c) Services in connection with change orders to reflect changes requested by CITY if the resulting change in compensation for basic services is not commensurate with the Additional Services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

d) Preparing to serve or serving as a consultant or witness for CITY in litigation, public hearing or other legal or administrative proceeding involving the project.

e) Additional Services in connection with the project, including services normally furnished by CITY and services not otherwise provided for in this Agreement.

8. Services of the Owner:

a) Provide full information as to his requirements for the project.

b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to the scope of the project.

c) Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.

d) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as he deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

e) Designate in writing a person to act as CITY'S representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.

f) Give prompt written notice to CONSULTANT whenever CITY observes, or otherwise becomes aware of, any defects in the PROJECT.

g) Furnish, or direct CONSULTANT to provide necessary Additional Services as stipulated in Paragraph 7 of this Agreement or other services as required.

h) Bear all costs incident to compliance with the requirements of this section.

9. CONSULTANT'S Compensation and Payment for Services:

a) Basic services - For services performed during Task 1 through Task 9, the CITY agrees to compensate the CONSULTANT on an hourly rate method in accordance with

the Standard Charges Sheet attached as EXHIBIT "C". This compensation through Task 9 is estimated not-to-exceed Forty Thousand Two Hundred Dollars (\$40,200).

b) Additional Services: For services performed under Additional Services, the CITY agrees to pay the CONSULTANT in the same manner as specified above and deemed appropriate by the CITY and the CONSULTANT and stated in each authorization. The amounts resulting from the methods specified above will be exceeded only after review of all payments made, and anticipated to be made, at the time an overrun becomes apparent and upon mutual written agreement hereof.

c) CONSULTANT will submit monthly statements for services rendered and reimbursable expenses incurred. The CITY will make prompt monthly payments in response to the CONSULTANT'S monthly statements.

10. Assignment: Neither party may assign any right or any duties hereunder without the expressed, prior written consent of the other.
11. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY from any and all claims and suites for injury of persons, including death, or property damage arising out of the performance of this Agreement, to the extent caused by any negligent acts or omissions of CONSULTANT.
12. Insurance: CONSULTANT shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Act and from claims of bodily injury, death or property damage which may arise from the performance of his services under this Agreement at no

extra cost to the CITY.

13. Changes: The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT shall be incorporated in written amendments to this Agreement.

14. Personnel: a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged by the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

15. Assignability: The CONSULTANT shall not assign any interest on this Agreement, shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto: provided, however, that claims for money by the CONSULTANT from the CITY under this Agreement may be assigned to a bank, trust company or other financial

institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

16. Reports and Information: The CONSULTANT at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

17. Termination of Agreement for Cause: If through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement shall, at the option of the CITY, become its property, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY damages sustained by the CITY by virtue of any breach of the Agreement by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the

CONSULTANT is determined.

18. Termination for convenience of the CITY: The CITY may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the CONSULTANT, Paragraph 17, hereof relative to termination shall apply.
19. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Agreement are confidential, and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.
20. Copyright: No reports, maps or other documents produced in whole or in part under this Agreement shall be subject of any application for copyright by or on behalf of the CONSULTANT.
21. Compliance with Local Laws: The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
22. Governing Law: The interpretation and enforcement of this Agreement is to be governed and constructed in accordance with the law of the State of Tennessee.



23. Integration: This Agreement contains all of the terms, conditions and obligations to which the parties have agreed and shall not be modified, controlled, or affected in any way by any usage of trade not expressly included in this Agreement, and that no verbal agreement or understanding exists between the parties separate and apart herefrom; however, it is agreed by and between the parties hereto that this Agreement may be modified if circumstances require, but such modification is not valid unless it is reduced to writing and signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate from the day and date first above written.

APPROVED AS TO FORM:

CITY OF KINGSPORT

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Hunter W. Wright, Mayor

ATTEST:

ROY F. WESTON, INC.

\_\_\_\_\_  
City Recorder

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



CITY OF KINGSPORT  
TENNESSEE

July 17, 1991

225 WEST CENTER STREET  
KINGSPORT, TENNESSEE 37660  
PHONE (615) 229-9400

RE: "Expression of Interest" - Consulting Services for  
Public Works Department

Dear Sir:

The City of Kingsport, Tennessee, is interested in the employment of a consulting firm with expertise in the design and construction of sanitary/demolition landfills. The minimum requirements are outlined in Appendix I.

The City of Kingsport is pleased to invite your firm to submit a written "Expression of Interest" for the project listed in Appendix I. An outline is shown in Appendix II.

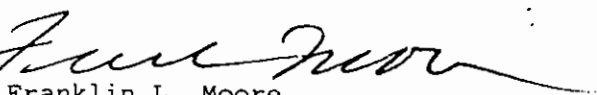
A Selection Committee representing the City will review all replies. The selection criteria will include, among other things, an evaluation of: (1) previous experience, (2) past performance, and (3) overall capabilities to handle projects competently and on schedule.

The Selection Committee will review the responses and decide which firm(s) will be invited to an interview with the committee members. A firm will be selected and recommended to the City Manager for further consideration.

Interested firms should address and submit their "Expression of Interest" to Franklin L. Moore, Purchasing Director, City of Kingsport, 225 West Center Street, Kingsport, TN. 37660. IT MUST BE RECEIVED NO LATER THAN 4:00 P.M., Thursday, August 15, 1991. Mark the outside of your envelope "Expression of Interest-Public Works Department."

Any questions concerning this request should be directed to Roger Clark, Director of Public Works, 225 West Center Street, Kingsport, TN. 37660, or telephone (615)-229-9451.

Sincerely,

  
Franklin L. Moore  
Purchasing Director

FLM/tfm

Attachments

C: Roger Clark

MTAS LIBRARY  
UNIV. OF TENN

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EXHIBIT A

## APPENDIX I

### STEP I

#### SCOPE OF WORK

1. Review hydrogeologic investigation work performed as part of permitting process for demolition landfill. From that review, determine extent of further hydrogeologic work needed for sanitary landfill permit process and estimate cost for this work.
2. Review engineering work performed as part of permitting process for demolition landfill. From that review, determine the additional engineering and design work that would be required for a sanitary landfill permit, including public hearing, and estimate cost for this work.
3. Provide a concept plan for a sanitary landfill located on the City property currently permitted as a demolition landfill.
4. Provide a cost estimate per acre and per ton for all costs associated with siting, locating and operating a sanitary landfill on the City property. These costs should include, but not necessarily be limited to the following categories:
  - a. Pre-development costs
  - b. Initial construction costs
  - c. Annual operational and continual development costs
  - d. Closure and post closure costs

These costs should also be provided on an annualized basis and a cost per household per month. The life expectancy of the landfill must be stated and capital costs amortized, where applicable, over this life expectancy. List any additional equipment needs and/or additional personnel requirements.

5. Evaluate the possibility of operating separate fill areas on the property; one area for demolition waste and one for sanitary waste. Compare the cost differential, if applicable, for the alternative versus the costs calculated above for a conventional sanitary landfill.
6. Compare the life expectancy of each area in number 5 above.
7. Evaluate the site and associated costs for a sanitary landfill as requested in 1-4 except that a baling system would be implemented on site and the fill operated as a "bale fill". Include costs associated with acquisition, installation and

operation of the baling equipment. Show any costs savings that might result in equipment/personnel from this approach. Address the demolition waste alternative(s) if a bale fill were operated.

8. As part of this review, consult with Division of Solid Waste Management office in Johnson City for conceptual approval.
9. Present findings in report form (25 copies) and make a formal presentation to the Kingsport Board of Mayor and Aldermen.
10. A topographic map of the area is enclosed.

## STEP II

### ADDITIONAL REQUIREMENTS

The firm selected for Step I above may be requested to prepare detailed hydrogeologic reports, detailed engineering construction plans and specifications for a sanitary landfill under one or more of the situations described in Step I. The firm could also be asked to evaluate bids and perform general oversight on any work which the City might elect to do. If any work from this Step (Step II) is required, it will be considered as a separate add-on item.

Firms will be asked only to provide a price quote for performing STEP I initially. Price quotes for STEP II would be a negotiated item at a later date, if necessary.

## APPENDIX II

### Information Requested (Minimum)

1. Proposed project team(s) complete with organization and key members.
2. Emphasize specific information which you consider pertinent to your qualifications for this project.
3. Advise of the time frame that you would need to provide the cost estimate.

## ATTACHMENT 1

### TASK 1 - HYDROGEOLOGIC DATA REVIEW

Objective: Evaluate existing available hydrogeologic data and determine additional data needed to assess the feasibility of and permit the site as a sanitary landfill; define scope and estimate cost of additional hydrogeologic study.

	Hours	Rate	Extension
Junior Scientist	16	\$50	\$800
Project Engineer	8	65	520
Senior Scientist	4	90	360
Principal Engineer	2	125	250
Designer	2	52	104
Draftsman	-	35	-
Support	4	35	<u>140</u>
Sub-total			\$2,174
Other Direct Costs			
Telephone/Copies			<u>50</u>
TASK TOTAL			\$2,224
CUMULATIVE TOTAL			\$2,224

## TASK 2 - ENGINEERING/PERMITTING REVIEW

Objective: Evaluate engineering and permitting work done for demolition site and determine additional design/permitting requirements for sanitary landfill development; define scope and estimate cost of permitting and design.

	Hours	Rate	Extension
Junior Scientist	-	50	-
Project Engineer	16	65	1,040
Senior Scientist	-	90	-
Principal Engineer	8	125	1,000
Designer	20	52	1,040
Draftsman	4	35	140
Support	4	35	<u>140</u>
Sub-Total			\$3,360
Other Direct Costs			
Telephone/Copies/Shipping			<u>140</u>
TASK TOTAL			\$3,500
CUMULATIVE TOTAL			\$5,724

### TASK 3 - DEVELOP PRELIMINARY CONCEPT PLAN

Objective: As a result of Task 2, delineate basic site development concept in presentation format for discussion with City officials and state regulators.

	Hours	Rate	Extension
Junior Scientist	-	50	-
Project Engineer	16	65	1,040
Senior Scientist	4	90	360
Principal Engineer	8	125	1,000
Designer	24	52	1,248
Draftsman	8	35	280
Support	8	35	<u>280</u>
Sub-total			\$4,208
Other Direct Costs			
Company Car Mileage/Travel			150
CADD Charges			300
Telephone/Copies/Shipping			<u>110</u>
Sub-Total			\$560
TASK TOTAL			\$4,768
CUMULATIVE TOTAL			\$10,492



TASK 4 - MEET WITH DIVISION OF SOLID WASTE MANAGEMENT

Objective: Present preliminary concept plan to Johnson City office of DSWM.

	Hours	Rate	Extension
Project Engineer	8	65	520
Principal Engineer	8	125	1,000
Drafting	2	35	70
Support	2	35	<u>70</u>
Sub-Total			\$1,660
Other Direct Costs			
Company Car Mileage/Travel			180
Copies			50
Graphics			<u>100</u>
Sub-Total			\$330
TASK TOTAL			\$1,990
CUMULATIVE TOTAL			\$12,482

## TASK 5 - CONDUCT OPERATIONAL EVALUATION

Objective: Expand preliminary concept plan and incorporate input obtained from DSWM. Evaluate feasibility of operating separate demolition/sanitary landfill areas. Evaluate balefill.

	Hours	Rate	Extension
Junior Scientist	24	50	1,200
Project Engineer	12	65	780
Senior Scientist	4	90	360
Principal Engineer	4	125	500
Designer	8	52	416
Draftsman	-	35	-
Support	4	35	<u>140</u>
Sub-Total			\$3,396
Other Direct Costs			
Telephone/Copies/Shipping			<u>80</u>
TASK TOTAL			\$3,476
CUMULATIVE TOTAL			\$15,958

## TASK 6 - FINALIZE CONCEPTUAL PLAN

Objective: Refine preliminary plan; develop conceptual model of design/permit package indicating fill areas, methods, approximate volumes, etc. Show optional fill methods (i.e., separate fill areas, baling, etc.) to support cost evaluation to be conducted in Task 7. Estimate life expectancies based on various operational assumptions (i.e., 100 ton/day versus 400 ton/day; use of separate versus combined demolition/sanitary landfill areas; use of baling).

	Hours	Rate	Extension
Junior Scientist	40	50	2,000
Project Engineer	16	65	1,040
Senior Scientist	-	90	-
Principal Engineer	12	125	1,500
Designer	40	52	2,080
Draftsman	16	35	560
Support	8	35	<u>280</u>
Sub-Total			\$7,460
Other Direct Costs			
Company Car Mileage/Travel			125
Telephone/Copies/Shipping			180
CADD Charges			<u>300</u>
Sub-Total			\$605
TASK TOTAL			\$8,065
CUMULATIVE TOTAL			\$24,023

## TASK 7 - CONDUCT COST EVALUATION

Objective: Develop cost model to estimate conceptual level per acre and per ton costs associated with developing this site as a sanitary landfill. Consider costs of pre-development activities (permitting and design), construction, operation, closure/post-closure, etc. Compare costs of operational modifications identified in Task 5.

	Hours	Rate	Extension
Junior Scientist	48	50	2,400
Project Engineer	16	65	1,040
Senior Scientist	12	90	1,080
Principal Engineer	8	125	1,000
Designer	8	52	416
Draftsman	-	35	-
Support	8	35	<u>280</u>
Sub-Total			\$6,216
Other Direct Costs			
Telephone/Copies/Shipping			200
Computer Modeling			<u>200</u>
Sub-Total			\$400
TASK TOTAL			\$6,616
CUMULATIVE TOTAL			\$30,639

## TASK 8 - ISSUE FINAL REPORT

Objective: Compile information generated during previous tasks into final report; 25 copies to be issued to City.

	Hours	Rate	Extension
Junior Scientist	32	50	1,600
Project Engineer	24	65	1,560
Senior Scientist	8	90	720
Principal Engineer	8	125	1,000
Designer	16	52	832
Draftsman	24	35	840
Support	20	35	<u>700</u>
Sub-Total			\$7,252
Other Direct Costs			
Telephone/Copies/Shipping			200
CADD Charges			<u>120</u>
Sub-Total			320
TASK TOTAL			\$7,572
CUMULATIVE TOTAL			\$38,211

## TASK 9 - MEETINGS/PRESENTATIONS

Objective: Conduct briefings/present findings to Board of Aldermen.

	Hours	Rate	Extension
COST PER MEETING (at City of Kingsport)			
Project Engineer	8	65	520
Principal Engineer	8	125	1,000
Draftsman (Prep)	2	35	70
Support (Prep)	2	35	<u>70</u>
Sub-Total			\$1,660
Other Direct Costs			
Company Car Mileage			180
Telephone/Copies/Shipping			50
Graphics			<u>100</u>
Sub-Total			\$330
TOTAL COST PER MEETING			\$1,990

## HOURLY BILLING RATE SCHEDULE

Title	Hourly Billing Rates	Title	Hourly Billing Rates
Principal Engineer	125.00	Design Draftsman	52.00
Senior Scientist	90.00	Draftsman	35.00
Project Engineer	65.00	Technician	30.00
Junior Scientist	50.00	Word Processing	35.00
Assistant Scientist	45.00	Engineer Clerk	25.00
Associate Scientist	40.00	Project Analyst	30.00

### TIME CHARGING

The above rates represent all of WESTON's direct salary costs, overhead, and profit. These rates are subject to periodic adjustment for merit and cost of living increases. The time charged for services performed will be the actual number of hours worked. Travel time shall be considered as work time.

### TRAVEL, SUBSISTENCE, AND OTHER DIRECT COSTS

Travel and subsistence expenses, long distance telephone calls, materials and supplies, and out-of-pocket expenses are to be paid for by the Client at cost, plus ten (10%) percent to cover administrative handling costs. Other direct costs will be billed at cost plus a reasonable markup for handling. Examples of such reimbursable expenses are outside professional services, borings, surveying, and the purchase of specialized equipment required for a project.

### CHARGES FOR AUTOMOBILES, TRUCKS, AND VANS

Vehicle Type	Daily Charge	Daily Excess Mileage Charge
Cars (all sizes)	\$25.00	\$0.24 per mile
Vans	\$50.00	\$0.30 per mile
Trucks	\$50.00	\$0.45 per mile

Daily charge includes 100 free miles, gasoline, maintenance, and insurance. Monthly discount - 10% off daily charge only.

Personal car mileage will be charged at the existing approved IRS rate, which is currently \$0.275 per mile.

### CHARGES FOR REPRODUCTION AND COMPUTER SERVICES

Prices for publications, reproduction, and computer services will be provided upon request.

### CHARGES FOR LABORATORY SERVICES

Analytical services are provided on a per analysis basis; price lists are available upon request. The price of other laboratory services will be provided upon request.

*EXHIBIT C*



CITY OF KINGSPORT  
TENNESSEE

225 WEST CENTER STREET  
KINGSPORT, TENNESSEE 37660  
PHONE (615) 229-9400

June 16, 1992

Mr. R. Randolph Ferguson, P.E.  
Project Director  
Roy F. Weston, Inc.  
6021 Live Oak Parkway  
Norcross, GA 30093

RE: Amendment to Agreement for Landfill Feasibility Study,  
City of Kingsport

Dear Randy:

For your review and approval, enclosed are two (2) copies of the proposed amendment to the Agreement concerning additional work - Closure/Post-Closure for Kingsport Demolition Landfill. If the amendment is acceptable, have both copies signed and returned to me. We will return a fully executed copy to you.

If there are any questions, please call me at (615)-229-9419.

Sincerely,

Franklin L. Moore, CPPC  
Purchasing Director

FLM/tfm

Enclosure

C: Hal Beard  
Joe May



A-M-E-N-D-M-E-N-T

THIS AMENDMENT, made and entered into this 3rd day of June, 1992, by and between the City of Kingsport, Tennessee, hereinafter referred to as "CITY", and ROY F. WESTON, INC., 6021 LIVE OAK PARKWAY, NORCROSS, GEORGIA, 30093, hereinafter referred to as "CONSULTANT".

WHEREAS, "CITY" and "CONSULTANT" agree that the terms and conditions of the Agreement between them dated the 4th day of March, 1992, relating to professional services for landfill study, be amended to include the services set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. ADDITIONAL SERVICES. CONSULTANT will provide a "Closure/Post-Closure Plan" for Kingsport Landfill as outlined in the CONSULTANT'S proposal dated May 26, 1992, Exhibit "A", which is by reference hereby made a part of this Agreement as though expressly rewritten, incorporated, and included as it is consistent herewith; and where it is inconsistent, the Agreement shall



6021 LIVE OAK PARKWAY  
NORCROSS, GA 30093  
PHONE: (404) 448-0644

May 26, 1992

*Via Facsimile*

Mr. Franklin Moore  
Purchasing Director  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

RE: Proposal to Prepare Closure/Post-Closure Plan for Kingsport Demolition Landfill

Dear Mr. Beard:

Roy F. Weston, Inc. (WESTON), is pleased to present this proposal to prepare a Closure/Post-Closure Plan for the Kingsport Demolition Landfill.

WESTON will develop the closure plan to meet the requirements of Rule 1200-1-7-.03 of the regulations governing solid waste processing and disposal in Tennessee. Specifically, WESTON will follow the draft Closure/Post-Closure Plan Guidance Document issued by the Tennessee Department of Conservation (TDEC) to ensure acceptability of the plan by the TDEC.

The plan will be prepared, to the extent possible, using site-specific information contained in the original permit package. For example, WESTON has assumed that landfilling that has occurred to date has been conducted in accordance with the original engineering plans. Accordingly, the final contour plan depicted in the existing permit will serve as the basis for the grading plan to be contained in the closure plan. Provided that landfilling to date has not exceeded the final elevations specified in the permit, no additional on-site work will be required (e.g., topographic survey). Our cost estimate is based on the assumption that no additional on-site work will be required. Finally, we have assumed that the TDEC will not require modification or retrofit of the permitted design package as part of the closure plan.

WESTON's plan will include cost estimates for closure and post-closure care in accordance with Rule 1200-1-7-.03(2)(c)2.(iv). We assume that proof of financial assurance will be provided by the City or its financial counsel, using the cost estimates provided by WESTON. In the event that the City desires WESTON to evaluate and prepare the financial assurance mechanisms, we employ an economist with over 9 years experience in solid waste planning and funding, including the securing of funding for multi-million dollar landfill construction and closure projects.



Mr. Franklin Moore  
May 26, 1992  
Page 2

WESTON will conduct the work described herein on a NOT-TO-EXCEED cost basis. We will invoice the City on the basis of hourly charges plus direct expenses in accordance with the attached rate sheet. Only those costs incurred will be charged; however, the NOT-TO-EXCEED cost will be the maximum cost incurred by the City for the scope of work identified herein. If additional services are required beyond those described herein, we will notify the City immediately and identify the impact to the project budget. WESTON's breakdown of estimated charges is attached. It is our understanding that this work will be conducted in accordance with Article 7 of the agreement between WESTON and the City of Kingsport, authorized on March 24, 1992.

NOT-TO-EXCEED COST ..... \$9,000

If surveying is ultimately required by the TDEC for the purpose of identifying those areas subject to previous regulation versus those subject to the 1990 regulations or to reflect alterations to the topography, we do not expect the cost of these services to be substantial.

If you need any additional information, please call me at (404) 448-0644. We appreciate the opportunity to offer our services to the City of Kingsport.

Sincerely,

ROY F. WESTON, INC.

A handwritten signature in black ink, appearing to read "Randolph Ferguson", written over a horizontal line.

R. Randolph Ferguson, P.E.  
Project Director

RRF/cs  
Attachment

cc: H. Beard, City of Kingsport  
B. Darrell, WESTON  
V. Varma, WESTON  
D. Ruffer, WESTON

**COST BREAKDOWN**

Item	Hours	Dollar	Total
Principal Engineer	8	125	\$1,000
Project Engineer	48	65	3,120
Designer	40	52	2,080
Support	20	35	700
Drafting	20	35	700
Supplies and ODC's			500
QA (4%)			324
Contingency (6%)			456
TOTAL			\$8,910