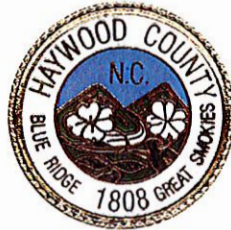


BOARD OF COMMISSIONERS

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BRANDON C. ROGERS, VICE CHAIRMAN  
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COUNTY MANAGER  
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COUNTY ATTORNEY  
FRANK QUEEN

## HAYWOOD COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

**Must be presented to the County Manager's Office  
no later than noon on Friday, 10 days before the meeting**

**DATE OF REQUEST: 07/10/2020**

**FROM:** David Francis

**MEETING REQUEST DATE: 7/20/2020**

**REQUEST:** Approval of Solid Waste Contracts for Budget year 2020-2021.

**BACKGROUND AND PLAN:**

McGill Associates provides annual support for solid waste from convenience centers, landfills, methane gas and groundwater monitoring.

County has been completing the reporting and monitoring from the testing groundwater and surface water from the monitoring wells at Francis Farm Landfill for ten-years through Bunnell Lammons Engineering.

**FINANCIAL:**

McGill Associates - Technical Guidance and Operational Assistance for Solid Waste Operations \$25,000

BLE - Statistical Analysis of Groundwater Quality Data Report \$7,200

To be paid from FY 2020-2021 budgeted funds.

**SUPPORTING ATTACHMENT:** YES  NO

**POWERPOINT PRESENTATION:** YES  NO

**PERSON MAKING PRESENTATION:** DBF

**TITLE:** Program Administrator

**PHONE NUMBER:** 8283562602

**EMAIL:** [david.francis@haywoodcountync.gov](mailto:david.francis@haywoodcountync.gov)



July 2, 2020

Mr. David Francis, Program Administrator  
Haywood County  
215 North Main Street  
Waynesville, North Carolina 28746

RE: Technical Guidance and/or Operational  
Assistance for Ongoing Solid Waste Operations  
Haywood County, North Carolina

Dear Mr. Francis:

McGill Associates is pleased to submit our proposal to provide technical guidance and/or operational assistance to Haywood County relative to the ongoing solid waste operations for the 2020/2021 fiscal year. This will include assisting with any issues relative to Francis Farm Landfill, materials recovery facility, White Oak Landfill, or convenience centers. Typical work items that are included within this scope of services is provided below:

## **SCOPE OF SERVICES**

### Technical Guidance and/or Operational Assistance for Ongoing Solid Waste Operations

1. Meet with County staff on an as needed basis to discuss ongoing solid waste operations in the County.
2. Assist the County with addressing applicable compliance issues relative to groundwater and gas assessments.
3. Provide engineering support and guidance for troubleshooting the operation of the skid-mounted blower flare system at the Francis Farm Landfill.
4. Periodically review the landfill gas monitoring well data to determine how the gas collection system is affecting the elevated methane levels in the landfill gas monitoring wells at the Francis Farm Landfill.
5. Provide assistance with existing convenience centers to address operational issues or provide conceptual layouts and evaluate cost of potential improvements.
6. Assist the County with evaluation of the ongoing operation contract at the White Oak MSW Landfill, as requested.

## **PROPOSED FEES**

We propose to perform the above services on an hourly basis, for a maximum not to exceed fee of **\$25,000**. Invoices will be submitted monthly based on the actual time spent, as directed by County staff. Invoices will be calculated in accordance with the attached Basic Fee Schedule.

## **ASSUMPTIONS**

We have based our proposal on the following assumptions:

1. This proposal is to cover general consultation, meetings, technical guidance, and assistance to the County with routine operations and compliance. We will develop a separate scope and proposed fee for any specific projects that are identified as necessary, via consultation with the County and the Solid Waste Section, to maintain compliance for the County's existing solid waste facilities.

Mr. Francis, we appreciate the opportunity to present this proposal to Haywood County to continue assistance with operations and compliance for the County's solid waste program. We look forward to working with you and your staff as the need arises. If this proposal is acceptable, please execute the attached Consulting Services Agreement and return a copy for our records. Please give me a call if you have any questions.

Should you have any questions or need additional information, please do not hesitate to give us a call at (828) 252-0575.

Sincerely,

MCGILL ASSOCIATES, P.A.



Scott Burwell, PE  
Senior Project Manager

Attachments: Consulting Services Agreement  
Basic Fee Schedule

Cc: Ben Cathey, PE, McGill Associates PA

# CONSULTING SERVICES AGREEMENT

This contract entered into this 2nd day of July, 2020 by and between Haywood County, NC hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

**1. Scope of Services:** McGill Associates shall provide the services attached hereto in the Proposal for Services letter dated July 2, 2020, to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

**2. Standard of Care:** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. McGill Associates will reperform any services not meeting this standard without additional compensation.

**3. Authorization to Proceed:** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

**4. Changes in Scope:** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders executed by both parties.

**5. Compensation:** The Client shall pay the compensation to McGill Associates set forth in the Proposal for Engineering Services letter dated June 19, 2019, attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

**6. Personnel:** McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

**7. Opinions or Estimates of Cost:** Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

**8. Termination:** This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, under the North Carolina Constitution, the client is not permitted to make payment for

services not performed. McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

**9. Limitation of Liability:** McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for full performance of the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

**10. Assignability:** This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

**11. Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

**12. Ownership of Documents:** All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates and the Client. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise.

**13. Excusable Delay:** If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

**14. Indemnification:** Client agrees to indemnify, defend and hold harmless McGill Associates, its agents, employees, officers, directors and subcontractors, to the fullest extent permitted by North Carolina law and subject to all defenses allowable under North Carolina law, from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

**15. Choice of Law:** This Agreement shall be construed, governed, and enforced by and in accordance with the laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the Haywood County Superior Court of the State of North Carolina should litigation arise between the parties.

**16. Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

**17. Attachments to this document:**

1. Proposal for Engineering Services Letter dated July 2, 2020.
2. Basic Fee Schedule

Haywood County, NC  
Authorized Signature:

\_\_\_\_\_  
Bryant Morehead  
County Manager  
215 North Main Street  
Waynesville, North Carolina 28746

McGill Associates, P.A.

\_\_\_\_\_  
Scott Burwell, PE  
Senior Project Manager  
55 Broad Street  
Asheville, North Carolina 28801

**BASIC FEE SCHEDULE**
**JANUARY 2020**

<b>PROFESSIONAL FEES</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

**1. EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

**2. ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.