

### EXHIBIT 3

STATE OF TEXAS §

COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT  
FOR HYDORGEOLOGICAL CONSULTING AND ANALYTICAL SERVICES REGARDING THE  
CITY OF DENTON, TEXAS LANDFILL (FILE 6231)

THIS AGREEMENT is made and entered into on this date \_\_\_\_\_, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER;" and Solutient GeoSciences, Inc., with its corporate office at 3800 Paluxy Drive, Suite 260, Tyler, Texas 75703, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized officials, representatives and officers.

WITNESSETH, in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I  
EMPLOYMENT OF CONSULTANT

The OWNER hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards that are customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

Performing those professional services described in CONSULTANT'S "Proposal-2017-19 Landfill Hydrogeological Consulting and Analytical Services" letter issued on August 3, 2016 to OWNER'S representative, David Dugger, Landfill Manager, which is attached hereto as Exhibit "A" and which is incorporated by reference herein, to include the following services, without limitation: Hydrogeological Consulting Services; Analytical Services; and Sanitas for Ground Water Maintenance Agreement; Annual Detection Ground Watering Report; and any other professional services provided for in the Contingency Fund (hereafter the "Project").

ARTICLE II  
SCOPE OF SERVICES

The CONSULTANT shall perform the following Basic Services in a professional manner:

Those services as described in Exhibit "A" which is attached hereto and incorporated herewith by reference.

	Item	Quantity	Unit	Unit Rate	Cost
<b>TASK 1</b>	<b><i>December 2016 Quarterly Verification Re-sampling, &amp; Assessment Monitoring Event:</i></b>				
	Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	8	hour	\$ 165.00	\$ 1,320.00
	Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				

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Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	12	hour	\$ 165.00	\$ 1,980.00
Environmental Technician	34	hour	\$ 100.00	\$ 3,400.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Task 1 Subtotal:</b>	<b>\$ 16,236.00</b>
<b>TASK 2</b>	<b><i>March 2017 Semi-Annual Detection/Background Monitoring Event:</i></b>			
Statistical Evaluation and Reporting	27	hour	\$ 170.00	\$ 4,590.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 170.00	\$ 3,060.00
Environmental Technician	60	hour	\$ 100.00	\$ 6,000.00
Subsistence	4	day	\$ 170.00	\$ 680.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Task 2 Subtotal:</b>	<b>\$ 30,256.00</b>
<b>TASK 3</b>	<b><i>June 2017 Quarterly Verification Re-sampling &amp; Assessment Monitoring Event:</i></b>			
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	4	hour	\$ 170.00	\$ 680.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	10	hour	\$ 170.00	\$ 1,700.00
Environmental Technician	34	hour	\$ 100.00	\$ 3,400.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				

**EXHIBIT 3**

	Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
	Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
				<b>Task 3 Subtotal:</b>	<b>\$ 15,316.00</b>
<b>TASK 4</b>	<b><i>September 2017 Semi-Annual Detection/Background Monitoring Event:</i></b>				
	Statistical Evaluation and Reporting	31	hour	\$ 170.00	\$ 5,270.00
	Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
	Groundwater Contour Map, and Report Preparation:				
	Hydrogeologist	18	hour	\$ 170.00	\$ 3,060.00
	Environmental Technician	60	hour	\$ 100.00	\$ 6,000.00
	Subsistence	4	day	\$ 170.00	\$ 680.00
	Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
	Mileage	335	mile	\$ 0.60	\$ 201.00
	Analytical Services:				
	Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
	Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
	Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
				<b>Task 4 Subtotal:</b>	<b>\$ 30,936.00</b>
<b>TASK 5</b>	<b><i>2017 Annual Detection Monitoring Report:</i></b>				
	Hydrogeologist	20	hour	\$ 170.00	\$ 3,400.00
				<b>Task 5 Subtotal:</b>	<b>\$ 3,400.00</b>
<b>TASK 6</b>	<b><i>2017 Groundwater Statistical Analysis Software:</i></b>				
	Sanitas for Groundwater Software Annual Maintenance Agreement (cost +15%)	1	LS	\$ 400.00	\$ 400.00
				<b>Task 6 Subtotal:</b>	<b>\$ 400.00</b>
	<b><i>2017 Contingency Funds:</i></b>				
				<b>Subtotal:</b>	<b>\$ 2,500.00</b>
<b>TASK 7</b>	<b><i>December 2017 Quarterly Verification Re-sampling, &amp; Assessment Monitoring Event:</i></b>				
	Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	8	hour	\$ 170.00	\$ 1,360.00
	Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
	Groundwater Contour Map, and Report Preparation:				
	Hydrogeologist	12	hour	\$ 170.00	\$ 2,040.00
	Environmental Technician	34	hour	\$ 100.00	\$ 3,400.00
	Subsistence	2	day	\$ 170.00	\$ 340.00

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	Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
	Mileage	335	mile	\$ 0.60	\$ 201.00
	Analytical Services:				
	Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
	Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
				<b>Task 7 Subtotal:</b>	<b>\$ 16,336.00</b>
<b>TASK 8</b>	<b><i>March 2018 Semi-Annual Detection/Background Monitoring Event:</i></b>				
	Statistical Evaluation and Reporting	27	hour	\$ 175.00	\$ 4,725.00
	Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
	Groundwater Contour Map, and Report Preparation:				
	Hydrogeologist	18	hour	\$ 175.00	\$ 3,150.00
	Environmental Technician	60	hour	\$ 103.00	\$ 6,180.00
	Subsistence	4	day	\$ 170.00	\$ 680.00
	Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
	Mileage	335	mile	\$ 0.60	\$ 201.00
	Analytical Services:				
	Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
	Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
	Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
				<b>Task 8 Subtotal:</b>	<b>\$ 30,661.00</b>
<b>TASK 9</b>	<b><i>June 2018 Quarterly Verification Re-sampling &amp; Assessment Monitoring Event:</i></b>				
	Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	4	hour	\$ 175.00	\$ 700.00
	Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
	Groundwater Contour Map, and Report Preparation:				
	Hydrogeologist	10	hour	\$ 175.00	\$ 1,750.00
	Environmental Technician	34	hour	\$ 103.00	\$ 3,502.00
	Subsistence	2	day	\$ 170.00	\$ 340.00
	Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
	Mileage	335	mile	\$ 0.60	\$ 201.00
	Analytical Services:				
	Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
	Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
				<b>Task 9 Subtotal:</b>	<b>\$ 15,488.00</b>

**EXHIBIT 3****TASK  
10**

<b><i>September 2018 Semi-Annual Detection/Background Monitoring Event:</i></b>				
Statistical Evaluation and Reporting	31	hour	\$ 175.00	\$ 5,425.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 175.00	\$ 3,150.00
Environmental Technician	60	hour	\$ 103.00	\$ 6,180.00
Subsistence	4	day	\$ 170.00	\$ 680.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Task 10 Subtotal:</b>	<b>\$ 31,361.00</b>

**TASK  
11**

<b><i>2018 Annual Detection Monitoring Report:</i></b>				
Hydrogeologist	20	hour	\$ 175.00	\$ 3,500.00
			<b>Task 11 Subtotal:</b>	<b>\$ 3,500.00</b>

**TASK  
12**

<b><i>2018 Update to Background Statistical Evaluation Report:</i></b>				
Hydrogeologist	25	hour	\$ 175.00	\$ 4,375.00
			<b>Task 12 Subtotal:</b>	<b>\$ 4,375.00</b>

**TASK  
13**

<b><i>2018 Groundwater Statistical Analysis Software:</i></b>				
Sanitas for Groundwater Software Annual Maintenance Agreement (cost +15%)	1	LS	\$ 400.00	\$ 400.00
			<b>Task 13 Subtotal:</b>	<b>\$ 400.00</b>
<b><i>2018 Contingency Funds:</i></b>				
			<b>Subtotal:</b>	<b>\$ 2,500.00</b>

**TASK  
14**

<b><i>December 2018 Quarterly Verification Re-sampling, &amp; Assessment Monitoring Event:</i></b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	8	hour	\$ 175.00	\$ 1,400.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	12	hour	\$ 175.00	\$ 2,100.00

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Environmental Technician	34	hour	\$ 103.00	\$ 3,502.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Task 14 Subtotal:</b>	<b>\$ 16,538.00</b>
<b>TASK 15</b>				
<b>March 2019 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	27	hour	\$ 180.00	\$ 4,860.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 180.00	\$ 3,240.00
Environmental Technician	60	hour	\$ 105.00	\$ 6,300.00
Subsistence	4	day	\$ 180.00	\$ 720.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Task 15 Subtotal:</b>	<b>\$ 31,046.00</b>
<b>TASK 16</b>				
<b>June 2019 Quarterly Verification Re-sampling &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	4	hour	\$ 180.00	\$ 720.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	10	hour	\$ 180.00	\$ 1,800.00
Environmental Technician	34	hour	\$ 105.00	\$ 3,570.00
Subsistence	2	day	\$ 180.00	\$ 360.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00

**EXHIBIT 3****TASK  
17**

Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Task 16 Subtotal:</b>	<b>\$ 15,646.00</b>
<b>September 2019 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	31	hour	\$ 180.00	\$ 5,580.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				
Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 180.00	\$ 3,240.00
Environmental Technician	60	hour	\$ 105.00	\$ 6,300.00
Subsistence	4	day	\$ 180.00	\$ 720.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Task 17 Subtotal:</b>	<b>\$ 31,766.00</b>
<b>2019 Annual Detection Monitoring Report:</b>				
Hydrogeologist	20	hour	\$ 170.00	\$ 3,400.00
			<b>Task 18 Subtotal:</b>	<b>\$ 3,400.00</b>
<b>2019 Groundwater Statistical Analysis Software:</b>				
Sanitas for Groundwater Software Annual Maintenance Agreement (cost +15%)	1	LS	\$ 400.00	\$ 400.00
			<b>Task 19 Subtotal:</b>	<b>\$ 400.00</b>
<b>2019 Contingency Funds:</b>				
			<b>Subtotal:</b>	<b>\$ 2,500.00</b>
			<b>GRAND TOTAL:</b>	<b>\$ 304,961.00</b>

**TASK  
18****TASK  
19**

## Notes:

1. Scope of work allows for two (2) assessment monitoring events with a total of three (3) wells each.
2. Additional work will be performed upon authorization by the City of Denton utilizing the unit rates as shown above.

### EXHIBIT 3

#### ARTICLE III ADDITIONAL SERVICES

Any Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services set forth in Article II above, shall be later agreed-upon by OWNER and CONSULTANT, who shall determine, in writing, on a time and materials basis, the scope of such Additional Services, the amount of compensation for such additional services, and other essential terms pertaining to the provision of such Additional Services by CONSULTANT.

#### ARTICLE IV PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issuance of a notice to proceed by the OWNER. It shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by the OWNER, or until the expiration of three (3) years, whichever date is later. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the OWNER, acting through its General Manager of Solid Waste or his designee.

#### ARTICLE V COMPENSATION

A. COMPENSATION TERMS:

“Direct Non-Labor Expense” is defined as that expense (other than “per diem” expense), based upon cost plus (15%), for any for any out-of-pocket expense reasonably incurred by the CONSULTANT related to its performance of this Agreement, for long distance telephone charges, telecopy charges, messenger services, printing and reproduction expenses, out-of-pocket expenses for purchased computer time, prudently incurred travel expenses related to the work on the Project, and similar incidental expenses incurred in connection with the Project.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay CONSULTANT, based upon the satisfactory completion of the Basic Services tasks set forth in the Scope of Services as shown in Article II above as follows:

CONSULTANT shall perform its work on this project on an hourly fee basis, plus reimbursement for all reasonably incurred out-of-pocket expenses, billed monthly, or for longer periods of time. CONSULTANT shall bill from time sheets, in minimum ¼ hour increments of time, at the rates and subject to the terms set forth in CONSULTANT’s “Probable Cost Estimate” dated August 3, 2016, which is attached hereto as Exhibit “A” and is incorporated by reference herewith. OWNER shall pay to CONSULTANT for its professional services performed, and for its out-of-pocket expenses incurred in the Project, a total amount not-to-exceed \$304,961.00.

Partial payments to the CONSULTANT will be made monthly based on the percent of actual completion of the Basic Services, rendered to and approved by the OWNER through its Director of Solid Waste or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

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Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the Director of Solid Waste or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges. Payments for additional services shall be due and payable upon submission by the CONSULTANT, and shall be in accordance with Exhibit "B" attached hereto. Statements shall not be submitted more frequently than monthly.
  
- D. **PAYMENT:** If the OWNER fails to make payments due to the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, prompt payment act interest as set forth in Chapter 2251 of the Texas Government Code shall be paid on the amounts due the CONSULTANT. In addition, the CONSULTANT may, if it has not received payment by the thirty-first (31<sup>st</sup>) day after receipt of payment invoice, after giving ten (10) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Provided, however, nothing herein shall require the OWNER to pay prompt payment act interest if the OWNER has a bona-fide dispute with the CONSULTANT concerning the payment or if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation."

ARTICLE VI  
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII  
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

**EXHIBIT 3**

ARTICLE VIII  
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE IX  
INDEMNITY AGREEMENT

The CONSULTANT shall indemnify, and shall save and hold harmless the OWNER and its officers, officials, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney's fees incurred by the OWNER; and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the CONSULTANT or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE X  
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall at all times maintain the following insurance coverage with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency, that has a rating with Best Rate Carriers of at least an A or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies evidencing the above coverage to OWNER's Purchasing Department within ten (10) days of execution of this Agreement by the parties. The insurance policies shall name the OWNER as an additional insured on all such policies, to the extent legally possible, and shall contain a provision that such insurance shall not be canceled or modified without thirty (30) days' prior written notice to OWNER and CONSULTANT. In such event, the CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies to OWNER's Purchasing Department that furnish the same coverage.

**EXHIBIT 3**

ARTICLE XI  
ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation. No mediation arising out of or relating to this Agreement may proceed without the agreement of both parties to submit the dispute to mediation. The location for the mediation shall be the City of Denton, Denton County, Texas unless a different location is agreed to by the parties.

ARTICLE XII  
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
  
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
  
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XIII  
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants. CONSULTANT retains design responsibility and liability at all times during this Agreement and after completion of this Agreement.

ARTICLE XIV  
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, by certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

**EXHIBIT 3**

To CONSULTANT:

Solutient GeoSciences, Inc.  
Les Jeske, P.G.  
3800 Paluxy Drive, Suite 260  
Tyler, Texas 75703  
Phone: (903) 581-4340  
Fax: (903) 581-4399

To OWNER:

City of Denton  
City Manager  
215 East McKinney  
Denton, Texas 76201  
Fax: (940) 349-8596

And

David Dugger, Landfill Manager  
City of Denton, Texas  
5166 Foster Road  
Denton, Texas 76208  
Phone: (940) 349-8001

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing. The parties may stipulate and agree by a separate writing that electronic mail may be utilized for notices.

**ARTICLE XV**  
**ENTIRE AGREEMENT**

This Agreement, consisting of FIFTEEN (15) pages and the ONE (1) Exhibit hereto, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**ARTICLE XVI**  
**SEVERABILITY**

If any provision of this Agreement is found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE XVII**  
**COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

**ARTICLE XVIII**  
**DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

### EXHIBIT 3

#### ARTICLE XIX PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, nor have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under State and local laws to perform such services.
- C. In those instances deemed necessary by the OWNER, the CONSULTANT, its employees and/or its sub-consultants shall be required to submit to background checks.

#### ARTICLE XX ASSIGNABILITY

The CONSULTANT shall not assign any of its scope of work under in this Agreement, and shall not transfer any of its scope of work under this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER. Should the CONSULTANT assign any part of the monies due under this Agreement, CONSULTANT is required to provide written notice of the same to OWNER. Any assignment of monies due under this Agreement shall not change any of the terms or conditions of this Agreement to include but not limited to the terms and conditions for payment under this Agreement.

#### ARTICLE XXI MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

#### ARTICLE XXII MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit "A" - Solutient GeoSciences, Inc. Proposal dated August 3, 2016

- B. CONSULTANT agrees that OWNER shall, until the expiration of three (3) years after the final payment or after final completion of all work required under this Agreement, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, correspondence, to include e-mails, and records of the CONSULTANT involving transactions relating to this Agreement. CONSULTANT is required to maintain and make available all

**EXHIBIT 3**

electronic records associated with this Agreement for purposes of examination. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits. This paragraph shall work in conjunction with the Audit provision set forth in Article XXIII.

- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Leslie A. Jeske, P.G., Hydrogeologist (“Jeske”). This Agreement has been entered into with the understanding that Jeske shall serve as the CONSULTANT’S Project Manager. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein. CONSULTANT understands that OWNER is to be informed of the removal or loss of any of the key persons working under this Agreement. CONSULTANT also agrees to provide the OWNER with notice of the name(s) of who it intends to replace the key person. OWNER shall have a right to reject any replacement key person(s) and CONSULTANT agrees to name a replacement key person(s) acceptable to the OWNER.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT’S disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

**ARTICLE XXIII**  
**RIGHTS TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this Agreement. The CONSULTANT shall retain such books, records, documents and other evidence pertaining to this Agreement during the contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment by OWNER of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the

**EXHIBIT 3**

audit, including any travel costs, must be borne by the CONSULTANT which must be payable within ten (10) business days of receipt of an invoice.

Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date

\_\_\_\_\_.

“OWNER”

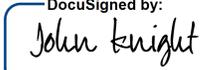
CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

By: \_\_\_\_\_  
HOWARD MARTIN  
Interim City Manager

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

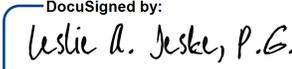
By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

By:  \_\_\_\_\_  
G821996G2A2B439...

“CONSULTANT”

SOLUTIENT GEOSCIENCES, INC.  
A Texas Corporation

By:  \_\_\_\_\_  
849D0FF8C3F3477...  
LESLIE A. JESKE, P.G.

**EXHIBIT A**

Solutient GeoSciences, Inc.  
3800 Paluxy Drive, Suite 260  
Tyler, Texas 75703  
(903) 581-4340 Tel (903) 581-4399 Fax

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August 3, 2016

David Dugger  
Municipal Solid Waste Facilities Manager  
City of Denton  
1527 S. Mayhill Road  
Denton, Tx. 76208

Re: Proposal  
2017-2019 Landfill Hydrogeological Consulting and Analytical Services  
City of Denton Landfill (MSW Permit No. 1590A)  
1527 S. Mayhill Road  
Denton (Denton County), Texas

Dear Mr. Dugger:

In accordance with your recent request, Solutient GeoSciences, Inc. (Solutient) is pleased to submit the following proposal for providing hydrogeological consulting and analytical services at the City of Denton (City) landfill for a 3-year period commencing October 1, 2016 and ending September 30, 2019. Solutient will serve as the City's professional services consultant relative to all landfill groundwater monitoring, data review, reporting, and general geological and hydrogeological services, as needed, for the above referenced facility.

**Scope of Services**

As we understand it, the work will consist of conducting quarterly and semi-annual groundwater monitoring events and reporting in accordance with the existing Texas Commission on Environmental Quality (TCEQ) approved Groundwater Sampling and Analysis Plan (GWSAP) and 30 TAC, Chapter 330, Subchapters F and J. The following discussion provides a detailed explanation of the services to be provided.

- Hydrogeological Consulting - includes 1) generation and on-going maintenance of existing groundwater analytical data base, 2) management and direct supervision of groundwater monitoring events, 3) review of analytical data, 4) preparation of annual groundwater monitoring reports, including groundwater contour maps and semi-annual statistical evaluations, 4) evaluation and submittal of site-appropriate statistical analysis method(s), and 5) correspondence with TCEQ regarding groundwater issues. The City will be continually informed of all monitoring results and provided on-going recommendations and opinions regarding necessary action, if needed.

**EXHIBIT A**

David Dugger, City of Denton

August 3, 2016

Page 2

- Analytical Services - includes sampling and analysis of groundwater samples collected at landfill facility in accordance with the TCEQ-approved GWSAP. A total of twenty groundwater monitoring wells, which comprise the facility (MSW Permit No. 1590A) groundwater monitoring system, will be gauged, purged, and sampled using dedicated, low-flow pumps and a Well Wizard<sup>®</sup> micropurge system. The wells will be sampled semi-annually for detection monitoring constituents, which are presented in Table 5-1, GWSAP. Also included in the work plan is a provision for up to two verification re-sampling/assessment monitoring events at up to three monitoring wells per year. Assessment samples would be analyzed for 40 CFR Part 258 Appendix II constituents. Lastly, four leachate samples will be collected and analyzed for necessary pre-treatment constituents, as required by the waste water treatment plant and the landfill re-circulation requirements. All analyses will be performed using EPA-approved methods by Ana-Lab Corporation.
- Sanitas<sup>™</sup> for Ground Water Maintenance Agreement - provides for annual upgrades and software support of Sanitas<sup>™</sup>, a statistical analysis software package used to perform statistical evaluation of groundwater quality data.
- Annual Detection Groundwater Monitoring Report - includes preparation of annual detection and assessment groundwater monitoring report.
- Background Statistical Evaluation Report - perform evaluation of most recent 2-year period of analytical data in 2018 and incorporate into background data, as appropriate.
- Contingency Funding - includes a provision for contingency funds for the possibility of additional wells to be included for assessment monitoring in the event any facility well enters assessment monitoring as per recent regulatory requirements and implementation procedures.

All services provided will be coordinated and performed under the direct supervision of Mr. Leslie A. Jeske, P.G., Hydrogeologist. Mr. Jeske has served as the primary groundwater consultant at the facility since 1999.

Low-flow purging and sampling activities will be conducted using instruments and equipment owned and maintained by the City. In the event the instruments are found in need of repair, the City will be promptly notified to insure minimal delays in completing the scheduled monitoring events. The City will be responsible for all costs associated with repairs and on-going maintenance.

**Cost Estimate**

Based upon the above scope of services and our understanding of the project, we have prepared the attached Probable Cost Estimate which shows the estimated quantities of work and unit fees. It is estimated that the total amount of this contract for October 1, 2016 - September 30, 2019 should not exceed \$ 304,961.00. In the event additional services are

**EXHIBIT A**

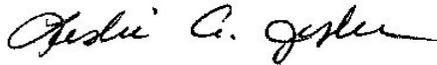
David Dugger, City of Denton  
August 3, 2016  
Page 3

required beyond those detailed in this contract, such will be performed on a time and materials basis at the unit rate as shown on the Probable Cost Estimate.

You will be notified if unforeseen conditions are encountered or there is a necessity to change the scope of work. Additional work will not be performed without first obtaining your approval of the additional costs. An invoice will be submitted on a monthly basis for the percent of work completed for each event. It will be based upon the actual work performed and the unit prices shown in the attached Probable Cost Estimate.

If you have any questions after reviewing this proposal, please do not hesitate to contact me at (903) 581-4340. As always, we look forward to working with the City in this endeavor.

Very truly yours,  
Solutient GeoSciences, Inc.



Leslie A. Jeske, P.G.  
Hydrogeologist

Attach: Probable Cost Estimate

cc: Rebecca Hunter, City of Denton

**EXHIBIT A****PROBABLE COST ESTIMATE**

August 3, 2016

**2017-2019 Landfill Hydrogeological Consulting and Analytical Services  
City of Denton Landfill (MSW Permit No. 1590A)  
Denton (Denton County), Texas**

Item	Quantity	Unit	Unit Rate	Cost
<b>December 2016 Quarterly Verification Re-sampling, &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	8	hour	\$ 165.00	\$ 1,320.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	12	hour	\$ 165.00	\$ 1,980.00
Environmental Technician	34	hour	\$ 100.00	\$ 3,400.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Subtotal:</b>	<b>\$ 16,236.00</b>
<b>March 2017 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	27	hour	\$ 170.00	\$ 4,590.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 170.00	\$ 3,060.00
Environmental Technician	60	hour	\$ 100.00	\$ 6,000.00
Subsistence	4	day	\$ 170.00	\$ 680.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Subtotal:</b>	<b>\$ 30,256.00</b>
<b>June 2017 Quarterly Verification Re-sampling &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	4	hour	\$ 170.00	\$ 680.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	10	hour	\$ 170.00	\$ 1,700.00
Environmental Technician	34	hour	\$ 100.00	\$ 3,400.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Subtotal:</b>	<b>\$ 15,316.00</b>
<b>September 2017 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	31	hour	\$ 170.00	\$ 5,270.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 170.00	\$ 3,060.00
Environmental Technician	60	hour	\$ 100.00	\$ 6,000.00
Subsistence	4	day	\$ 170.00	\$ 680.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
Analytical Services:				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Subtotal:</b>	<b>\$ 30,936.00</b>
<b>2017 Annual Detection Monitoring Report:</b>				
Hydrogeologist	20	hour	\$ 170.00	\$ 3,400.00
			<b>Subtotal:</b>	<b>\$ 3,400.00</b>
<b>2017 Groundwater Statistical Analysis Software:</b>				
Sanitas for Groundwater Software Annual Maintenance Agreement (cost +15%)	1	LS	\$ 400.00	\$ 400.00
			<b>Subtotal:</b>	<b>\$ 400.00</b>
<b>2017 Contingency Funds:</b>				
			<b>Subtotal:</b>	<b>\$ 2,500.00</b>
<b>December 2017 Quarterly Verification Re-sampling, &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	8	hour	\$ 170.00	\$ 1,360.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist,				

**EXHIBIT A**  
**PROBABLE COST ESTIMATE**  
**August 3, 2016**

**2017-2019 Landfill Hydrogeological Consulting and Analytical Services**  
**City of Denton Landfill (MSW Permit No. 1590A)**  
**Denton (Denton County), Texas**

<b>Groundwater Contour Map, and Report Preparation:</b>				
Hydrogeologist	12	hour	\$ 170.00	\$ 2,040.00
Environmental Technician	34	hour	\$ 100.00	\$ 3,400.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Subtotal:</b>	<b>\$ 16,336.00</b>
<b>March 2018 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	27	hour	\$ 175.00	\$ 4,725.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 175.00	\$ 3,150.00
Environmental Technician	60	hour	\$ 103.00	\$ 6,180.00
Subsistence	4	day	\$ 170.00	\$ 680.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Subtotal:</b>	<b>\$ 30,661.00</b>
<b>June 2018 Quarterly Verification Re-sampling &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	4	hour	\$ 175.00	\$ 700.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	10	hour	\$ 175.00	\$ 1,750.00
Environmental Technician	34	hour	\$ 103.00	\$ 3,502.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Subtotal:</b>	<b>\$ 15,488.00</b>
<b>September 2018 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	31	hour	\$ 175.00	\$ 5,425.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 175.00	\$ 3,150.00
Environmental Technician	60	hour	\$ 103.00	\$ 6,180.00
Subsistence	4	day	\$ 170.00	\$ 680.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Subtotal:</b>	<b>\$ 31,361.00</b>
<b>2018 Annual Detection Monitoring Report:</b>				
Hydrogeologist	20	hour	\$ 175.00	\$ 3,500.00
			<b>Subtotal:</b>	<b>\$ 3,500.00</b>
<b>2018 Update to Background Statistical Evaluation Report:</b>				
Hydrogeologist	25	hour	\$ 175.00	\$ 4,375.00
			<b>Subtotal:</b>	<b>\$ 4,375.00</b>
<b>2018 Groundwater Statistical Analysis Software:</b>				
Sanitas for Groundwater Software Annual Maintenance Agreement (cost +15%)	1	LS	\$ 400.00	\$ 400.00
			<b>Subtotal:</b>	<b>\$ 400.00</b>
<b>2018 Contingency Funds:</b>				
			<b>Subtotal:</b>	<b>\$ 2,500.00</b>
<b>December 2018 Quarterly Verification Re-sampling, &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	8	hour	\$ 175.00	\$ 1,400.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	12	hour	\$ 175.00	\$ 2,100.00

**EXHIBIT A****PROBABLE COST ESTIMATE**

August 3, 2016

**2017-2019 Landfill Hydrogeological Consulting and Analytical Services  
City of Denton Landfill (MSW Permit No. 1590A)  
Denton (Denton County), Texas**

Environmental Technician	34	hour	\$ 103.00	\$ 3,502.00
Subsistence	2	day	\$ 170.00	\$ 340.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Subtotal:</b>	<b>\$ 16,538.00</b>
<b>March 2019 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	27	hour	\$ 180.00	\$ 4,860.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 180.00	\$ 3,240.00
Environmental Technician	60	hour	\$ 105.00	\$ 6,300.00
Subsistence	4	day	\$ 180.00	\$ 720.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Subtotal:</b>	<b>\$ 31,046.00</b>
<b>June 2019 Quarterly Verification Re-sampling &amp; Assessment Monitoring Event:</b>				
Statistical Evaluation and Reporting (Verification/Assessment Monitoring)	4	hour	\$ 180.00	\$ 720.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	10	hour	\$ 180.00	\$ 1,800.00
Environmental Technician	34	hour	\$ 105.00	\$ 3,570.00
Subsistence	2	day	\$ 180.00	\$ 360.00
Sampling Vehicle	3	day	\$ 70.00	\$ 210.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (3 wells & 1 QC sample)	4	each	\$ 365.00	\$ 1,460.00
Verification/Assessment Appendix II Constituents (3 wells & 2 QC samples)	5	each	\$ 1,465.00	\$ 7,325.00
			<b>Subtotal:</b>	<b>\$ 15,646.00</b>
<b>September 2019 Semi-Annual Detection/Background Monitoring Event:</b>				
Statistical Evaluation and Reporting	31	hour	\$ 180.00	\$ 5,580.00
Groundwater Chemistry Review, Data Base Update, Analytical Data Evaluation Checklist, Groundwater Contour Map, and Report Preparation:				
Hydrogeologist	18	hour	\$ 180.00	\$ 3,240.00
Environmental Technician	60	hour	\$ 105.00	\$ 6,300.00
Subsistence	4	day	\$ 180.00	\$ 720.00
Sampling Vehicle	5	day	\$ 70.00	\$ 350.00
Mileage	335	mile	\$ 0.60	\$ 201.00
<b>Analytical Services:</b>				
Updated Table 5-1 GWSAP Constituents (20 wells, 7 QC samples, & 2 leachate samples)	29	each	\$ 365.00	\$ 10,585.00
Assessment Appendix II Constituents (MW-4U & 1 QC sample)	2	each	\$ 1,465.00	\$ 2,930.00
Waste Water Pre-Treatment Constituents (2 leachate samples)	4	each	\$ 465.00	\$ 1,860.00
			<b>Subtotal:</b>	<b>\$ 31,766.00</b>
<b>2019 Annual Detection Monitoring Report:</b>				
Hydrogeologist	20	hour	\$ 170.00	\$ 3,400.00
			<b>Subtotal:</b>	<b>\$ 3,400.00</b>
<b>2019 Groundwater Statistical Analysis Software:</b>				
Sanitas for Groundwater Software Annual Maintenance Agreement (cost +15%)	1	LS	\$ 400.00	\$ 400.00
			<b>Subtotal:</b>	<b>\$ 400.00</b>
<b>2019 Contingency Funds:</b>				
			<b>Subtotal:</b>	<b>\$ 2,500.00</b>
			<b>TOTAL:</b>	<b>\$ 304,961.00</b>

## Notes:

1. Scope of work allows for two (2) assessment monitoring events with a total of three (3) wells each.
2. Additional work will be performed upon authorization by the City of Denton utilizing the unit rates as shown above.

# EXHIBIT 3



## Certificate Of Completion

Envelope Id: 30412494E2CD4FD1ACE3DDCA15EFC56C Status: Sent  
Subject: City Council DocuSign Item - REVISED 6231 PSA for Groundwater Monitoring Svs (Solutient Geosciences)  
Source Envelope:  
Document Pages: 22 Signatures: 2 Envelope Originator:  
Certificate Pages: 6 Initials: 0 Rebecca Hunter  
AutoNav: Enabled rebecca.hunter@cityofdenton.com  
Envelopeld Stamping: Enabled IP Address: 129.120.6.150  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original Holder: Rebecca Hunter Location: DocuSign  
9/13/2016 8:24:49 AM rebecca.hunter@cityofdenton.com

## Signer Events

### Signature

### Timestamp

Rebecca Hunter **Completed** Sent: 9/13/2016 8:29:00 AM  
rebecca.hunter@cityofdenton.com Viewed: 9/13/2016 8:29:17 AM  
Senior Buyer Signed: 9/13/2016 8:30:19 AM  
City of Denton Using IP Address: 129.120.6.150  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Leslie A. Jeske, P.G. Sent: 9/13/2016 8:30:20 AM  
ljeske@solutientgeosciences.com Viewed: 9/13/2016 8:36:16 AM  
Security Level: Email, Account Authentication Signed: 9/13/2016 8:36:27 AM  
(Optional) Using IP Address: 75.109.193.211

DocuSigned by:  
*Leslie A. Jeske, P.G.*  
849D0FF8C3F3477...

Electronic Record and Signature Disclosure:  
Accepted: 9/13/2016 8:36:16 AM  
ID: 490f701e-ef6c-4452-b17a-77996ba3d617

John Knight Sent: 9/13/2016 8:36:30 AM  
john.knight@cityofdenton.com Viewed: 9/13/2016 8:41:46 AM  
Deputy City Attorney Signed: 9/13/2016 8:41:56 AM  
City of Denton Using IP Address: 129.120.6.150

DocuSigned by:  
*John Knight*  
C821996C2A2B439...

Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Julia Winkley Sent: 9/13/2016 8:41:58 AM  
julia.winkley@cityofdenton.com Viewed: 9/13/2016 9:20:30 AM

Contracts Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Howard Martin  
howard.martin@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)

**EXHIBIT 3**

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 9/13/2016 8:36:29 AM
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Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 9/13/2016 8:36:29 AM
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Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
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Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6		
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Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional)		
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### EXHIBIT 3

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Jane Richardson  
jane.richardson@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Scott Lebsack  
scott.lebsack@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/13/2016 8:41:58 AM
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Electronic Record and Signature Disclosure
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## EXHIBIT 3

### **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### EXHIBIT 3

#### **How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.gunn@cityofdenton.com

#### **To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

#### **To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

### EXHIBIT 3

#### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.