



November 16, 2022

Mr. Bill Nash
Assistant Director of Public Works
Hall County, Georgia
2875 Browns Bridge Road #3
Gainesville, Georgia 30504

Re: Proposal for Phase 2 Permit Modifications and Cell Construction Design Documents at the Candler Road Landfill Facility and Allen Creek Landfill Facility Professional Services

Dear Mr. Nash,

Burns & McDonnell Engineering Company, Inc. [hereinafter CONSULTANT] is pleased to provide this professional services proposal for your review and consideration. We appreciate the opportunity to propose on this work.

PROJECT

Hall County Georgia. [hereinafter CLIENT] is responsible for the operation of the Hall County Candler Road Landfill (Landfill) under Georgia Environmental Protection Division (EPD) permit 069-015D(MSWL).

The existing solid waste permit was submitted in 1995 for two phases of the Landfill. Phase 1 is the eastern waste body that is approximately 26 acres divided across four cells. Phase 1 has used all of its permitted airspace and is no longer active, but has yet to receive a final capping system.

Phase 2 is the western waste body that is approximately 68 acres divided across five cells. The current active area of the Landfill is in Cell 2 of Phase 2 which is expected to reach its designed airspace within the next two years. Cell 3 of Phase 2 will add approximately 14 to 16 months of airspace for operations. The existing permit design of Cells 3, 4 and 5 is based on the initial permit drawings from 1995. Updates to the cells phases or liner design would constitute a minor permit modification with the Georgia EPD. Existing cell footprints were designed with the lower waste acceptance rates during the initial permitting process. Due to the increased waste acceptance, updates to cell construction phasing are required to improve cell construction timing and airspace availability.

The existing permitted stormwater drainage design for Phase 2 requires stormwater drainage benches every 20 vertical feet of the final grading. Prior to construction of future landfill cells, the CLIENT has requested to investigate modification options to the permitted stormwater bench spacing or adding tack on berms to create additional airspace for landfilling operations. Modifications to the landfill cell stormwater grading will constitute a major permit modification with the Georgia EPD.



Mr. Bill Nash
November 16, 2022
Page 2

CLIENT has requested CONSULTANT to prepare a professional services proposal to submit permit modifications and design drawings for the Landfill's Phase 2 cells 3 and 4 as detailed in the following sections.

In addition to the Candler Road Landfill, the CLIENT owns the Allen Creek Landfill (Allen Creek) which is an unlined landfill currently in post-closure since 1997. CLIENT has begun the review of regulatory requirements and financial impacts for remediating Allen Creek through mining and clean closure into a new landfill cell constructed on the same site as the existing Allen Creek Landfill. CLIENT has requested CONSULTANT to prepare a professional services proposal to help prepare the financial and regulatory requirements to start designs and planning for the new Landfill.

SCOPE OF SERVICES

Task 1 – Minor Permit Modification for Phasing and liner design

CONSULTANT will prepare the Georgia EPD Solid Waste Minor Permit Modification Application package for the Landfill to adjust the existing construction phasing of Phase 2. Phasing shall be adjusted to prioritize air space availability and life during the next cell construction more than is expected from the existing Cell 3. As part of the adjustment to the construction phasing the CONSULTANT will investigate changes to the following:

1. Leachate collection system
2. Stormwater drainage
3. Internal berms
4. Liner profile and design
5. Cell phasing
6. Minor base grading alternatives

CONSULTANT proposes the following services to complete the minor permit modification:

1. Prepare and update Phase 2 Cell leachate collection drawings, grading plans and liner profiles
2. Perform updated Hydrologic Evaluation of Landfill Performance (HELP) Model and leachate sewer calculations corresponding to the changes planned for new cell
3. Prepare the Georgia EPD required application forms in accordance with EPD guidelines and solid waste permit 069-015D(MSWL).

As part of the Minor Permit Modification, CONSULTANT shall submit a DRAFT application and updated drawings to the CLIENT for review and comments prior to submission to the Georgia EPD. CONSULTANT will lead a design meeting to discuss CLIENT'S comments.

The Task 1 budget estimate includes 76 professional hours to respond to comments from the Georgia EPD; however, this is not a guaranteed maximum. An amendment will be prepared to address the cost for responding to comments if effort exceeds the estimate.

Mr. Bill Nash
November 16, 2022
Page 3

Task 2A – Phase 2 New Cell Pre-Design Services

The pre-design phase services include the following subtasks:

1. CONSULTANT will retain a Georgia licensed surveyor to conduct a topographic survey of the entire Phase 2 waste body and expansion cells.
2. CONSULTANT will conduct a test pit investigation for the purposes of characterizing subsurface materials, obtaining project design information, and determining the groundwater conditions beneath Cells 3 and 4. CONSULTANT will request CLIENT's landfill personnel make localized cuts and/or grade ground surface as necessary prior to mobilization for investigation to allow for test pit field activities. CONSULTANT will request CLIENT's on-site operator to excavate approximately twelve (12) test pits within the project area to allow for characterization of subsurface materials, identification of piedmont soils and bedrock interface, and measurement of the uppermost apparent groundwater levels. Samples will be tested for proctor moisture and density, particle size, soil classification, Atterberg limits and permeability.

Task 2B – Phase 2 Cell Construction Issue for Bid Design Documents

Using the permit modification design, the CONSULTANT will create new construction documents for a new landfill cell.

The Bid Design Documents services include the following:

1. CONSULTANT will prepare drawings, specifications bid documents for the Phase 2 new cell construction activities. The construction documents will be based on the existing permit drawings and updated drawings from the minor permit modification. CONSULTANT will submit 90% design documents to CLIENT for review. After CLIENT review, CONSULTANT will conduct an in-person design meeting to discuss design changes and CLIENT comments. CONSULTANT will incorporate all applicable comments into a final Issued for Bid (IFB) package.
 - a. Anticipated construction drawings include:
 - i. Cover-Index
 - ii. General Notes, Legend, and Abbreviations (Two Sheets)
 - iii. Existing Conditions and Construction Laydown Areas
 - iv. Cell Base Grading Plan and Under Liner Drainage
 - v. Cell Base Grading Plan and Under Liner
 - vi. Cell Under Liner Drainage Profile
 - vii. Cell Leachate Collection System
 - viii. Cross Sections (Two Sheets)
 - ix. Erosion and Sediment Control Plan
 - x. Construction Details (Three to Four sheets)

Mr. Bill Nash
November 16, 2022
Page 4

- b. Anticipated specifications include:
 - i. Contractual front-end documents: Invitation to bid, Bidder's Qualifications Statement, Instruction to Bidders, Bid Form (Lump Sum with Unit Price Adjustment), Agreement Between Owner and Contractor, Notice of Award, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, and General Conditions.
 - ii. General Project Requirements: Summary of Work, Project Coordination and Meetings, Submittals, Definitions and Standards, Field Offices and Sheds, Temporary Barriers and Controls, Temporary Utilities and Facilities, Equipment and Materials, Construction Layout and Surveying, Safety and Emergency Response, Contract Closeout, and Warranties.
 - iii. Project Technical Specifications: Geotextile, Geocomposite, Geomembrane Liner (FML), Site Preparation and Earthworks, Compacted Soil Liner, Pre-Cast Concrete, and HDPE pipework.
2. CONSULTANT will prepare an opinion of probable construction costs for the bid package.

The estimated budget is not a guaranteed maximum based on potential changes for the minor permit modification. An amendment will be prepared to address the cost for responding to comments if it exceeds the assumed value.

Task 3 – Major Permit Modification Feasibility Review of Phase 2 Cell 2 Stormwater Bench Regrading

Based on EPD discussion, a major permit modification for the Phase 2 Cell 2 Stormwater Bench and Drainage Regrading and Redesign would require a minimum of 24 months for approval. Upgrades to the 20 ft vertical spacings on the stormwater benches likely require tack on berms instead of regrading the waste terraces. Prior to starting the process of creating a major permit modification application, the CONSULTANT shall create a feasibility estimate for the cost and benefit of adjustments to final grading including:

1. Regrading all existing and future berms such that waste terraces are at 50-ft vertical spacings with intermediate tack on berms.
2. Only regrading future berms across the eastern half of Phase 2 with larger vertical spacing and tack on berms.
3. Potential for vertical expansions.
4. Preliminary soil loss calculations of alternate berm and/or terrace spacings.

The feasibility review will include the estimated additional airspace gained for each regrading option as well an estimate of probable construction costs.



Mr. Bill Nash
November 16, 2022
Page 5

Task 4 – Bid Administration Support

CONSULTANT will provide bidding services, including answering bidders' questions, facilitating and attending one on-site pre-bid meeting, issuing required addenda, and assisting the CLIENT with contractor selection.

Task 5 – Financial Analysis Support for Allen Creek Landfill

CONSULTANT will provide professional consulting services and financial review of the estimates of probable costs of the Allen Creek Landfill remediation and new landfill construction.

CONSULTANT has included 40 hours of professional services for this task.

Task 6 – Meetings with Regulators for Allen Creek Landfill

CONSULTANT shall contact Georgia Department of Natural Resources (DNR) to discuss the impacts of seeking a new solid waste permit and the agency's understanding of the siting rules limiting solid waste permits within a 2-mile radius of the new Allen Creek Landfill. CONSULTANT shall organize a virtual meeting with DNR to discuss the potential siting variance of Allen Creek.

CONSULTANT shall also begin discussions with Georgia EPD to discuss the agency's requirements for the new solid waste permit and remediation plan.

CONSULTANT has included 90 hours of professional services for this task.

ASSUMPTIONS

Scope of Work and Compensation to complete this work has been created under the following assumptions:

- A. CLIENT shall provide all existing drawings in all electronic formats available.
- B. CLIENT shall provide groundwater level data for Landfill.
- C. CLIENT shall provide access to the Site as needed during the project.
- D. Phase 2 cell construction design documents shall be produced simultaneously with the Phase 2 Cell 2 minor permit modification documents.
- E. For Bid Administration Support (Task 4) a total of 48 professional hours have been assumed. Actual hours may vary based on number of Contractor inquiries and number of addenda that are required. CONSULTANT will notify CLIENT if additional hours are required.
- F. Preparation of a construction SWPPP has not been included in the design.
- G. Geotechnical analysis is not included in the scope of work.
- H. It is assumed construction administration services will be amended into this agreement upon award of construction contract.



Mr. Bill Nash
November 16, 2022
Page 6

- I. Effort associated with Task 5 and Task 6 are for professional on-call consulting services and does not include any specific deliverables, i.e. engineering design or permit applications, to CLIENT or regulatory agencies.
- J. For Task 5 and 6, CONSULTANT has included budget and effort for one virtual meeting with DNR. Additional meetings may be required. Effort beyond the estimated professional services hours referenced above would be subject to additional budget.

SCHEDULE

The following schedule is anticipated for this project assuming a contract execution date of December 9, 2022. Actual dates will depend on CLIENT review times, and response time from the EPD with regards to the minor and major permit modifications.

Task 1:	Minor Permit Modification, Phase 2 Cell 3 and 4	Dec. – Feb. 2022
Task 2:	Phase 2 Cell Design Services	Dec. – Feb. 2022
Task 3:	Major Permit Modification Phase 2, Cell 2	March – May 2023
Task 4:	Bid Administration Support	May – June 2023
Task 5:	Financial Analysis and Support for Allen Creek	On Call
Task 6:	Meetings with Regulators for Allen Creek Landfill	On Call

COMPENSATION

CLIENT agrees to the Scope of Services Task 1 through Task 6 described herein, and CLIENT shall pay CONSULTANT on a time and materials basis as per the attached rate sheet not to exceed a total of \$347,000 without client authorization as outlined in the cost breakdown presented below.

Task 1:	Minor Permit Modification, Phase 2 Cell 3 and 4	\$91,000
Task 2:	Phase 2 Cell Design Services	\$153,000
Task 3:	Major Permit Modification Phase 2, Cell 2	\$59,000
Task 4:	Bid Administration Support	\$14,000
Task 5:	Financial Analysis and Support for Allen Creek	\$10,500
Task 6:	Meetings with Regulators for Allen Creek Landfill	\$19,500
Total		\$347,000

Invoice Statements:

Statements will be submitted by CONSULTANT to CLIENT on a monthly basis or as tasks are completed. Statements will be based on CONSULTANT’s estimated percent of services completed at the end of the preceding month.



Mr. Bill Nash
November 16, 2022
Page 7

TERMS AND CONDITIONS

The Terms and Conditions for Professional Services, AE-4 T&C Environmental_REV2021 dated June 25, 2021 is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this proposal. If it is acceptable, please sign and return one copy of the proposal and the attached Terms and Conditions for Professional Services for our file.

Sincerely,
BURNS & McDONNELL ENGINEERING COMPANY, INC.

Matthew Evans, P.E.
Project Manager
Environmental Services

Spencer Cronin
Regional Manager
Environmental Services

Enclosures:
Terms and Conditions for Professional Services
Schedule of Hourly Professional Services Billing Rates

cc: Bryan Weldon, Burns & McDonnell

ACCEPTED:

Hall County, Georgia

By _____

Title _____

Date _____



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Table with 2 columns: Project/Client information and Date/Signature information.

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project.

others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Company and Contractor acknowledge and understand that Company shall retain ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of Contractor; and that this Agreement, or any documents associated with this

Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to Contractor. Under no circumstances shall Contractor assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Company further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of Contractor's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

21. REPORTING

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

22. SITE INFORMATION

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is hazardous.

23. CONTROL OF SITE

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

24. SITE ACCESS

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur. Client agrees to assume responsibility for such unavoidable damage or alteration.

25. CERTIFICATION

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent land owner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

- END -

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$65.00
Technician*	6	\$83.00
Assistant*	7	\$99.00
	8	\$134.00
	9	\$161.00
Staff*	10	\$183.00
	11	\$202.00
Senior	12	\$223.00
	13	\$246.00
Associate	14	\$254.00
	15	\$256.00

Notes

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 7%.
3. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
4. Contractor may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.
5. The rates shown above are effective for services through December 31, 2022 and are subject to revision thereafter. Annual rate increases will be limited to a maximum of 4%.