



July 2, 2025

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

Re: Proposal for Candler Road Landfill Solid Waste Permit Renewal and Major Modification

Dear Mr. King:

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

PROJECT UNDERSTANDING

Hall County Georgia (CLIENT) owns the Candler Road Landfill (Landfill) which has been in operation since 1996. CLIENT's existing solid waste permit at the Landfill was most recently renewed in 2020. Starting in 2019, the Georgia Environmental Protection Division (EPD) requires solid waste permits to be renewed every 5 years. The Landfill solid waste permit is required to resubmit their renewal application in calendar year 2025 or early 2026. The original permit written in 1996 when renewed in 2020 did not include significant changes to the design including updates to the stormwater, road design, final cover considerations, or various other items to account for better design strategies and technologies since the original permit's creation.

Burns & McDonnell has discussed with CLIENT various options for modifications to the existing solid waste permit including grading changes to the final elevations, replacement of construction material for base cells and updates to the stormwater management system. The changes discussed would constitute a major permit modification as per Georgia Rules and Regulations Chapter 391-3-4(4)(a). To avoid redundant permitting efforts, modifications to the solid waste permit are best made during permit renewal applications. Burns & McDonnell has provided this proposal for professional services to incorporate major permit modifications to the Landfill's solid waste permit during the 5-year permit renewal period.

Please note that the below permit modification scope of work should be completed adjacent to the permit renewal scope of work to allow for efficiency in the overlap of design between the two tasks. If the CLIENT intends to divide the below tasks into separate authorizations, Burns & McDonnell will revise the scope and budgets accordingly.

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SCOPE OF SERVICES

Task 1 – Solid Waste Permit Renewal

Burns & McDonnell shall prepare a submittal for permit drawings and cover letter for the Georgia Environmental Protection Division (EPD) for renewal of the existing Candler Road Landfill (Landfill) Solid Waste Permit. The permit renewal shall incorporate the existing Design and Operational Plan (D&O Plan) drawing as a basis for submission to the EPD. Burns & McDonnell intends to incorporate multiple minor permit modifications to the permit drawing set as part of the renewal process. The following design changes shall be included into the D&O Plan:

- Modifications to the perimeter haul road to include in final grading of the facility
- Redesign of Detention Pond 3 sizing and provide associated calculations for intermediate and final grading of the Landfill
- Redesign of future stormwater drainage structures to use appropriate materials including reinforced concrete pipe and outlet structures
- Update groundwater well and methane probe locations to account for drilling and sampling locations
- Updates to CQA Plan to incorporate alternative design materials such as linear low-density polyethylene (LLDPE) into final cover designs and use updated testing standards and frequencies in line with Geosynthetic Research Institute (GRI) standards
- Updates to the Closure and Post Closure Plans to account for any changes in final cover design, stormwater management and erosion control
- Update to the design and operational narrative
- Updates to site soil balance calculations
- Updates to leachate collection calculations
- Update accurate volume and acreage estimates for each Landfill cell
- Complete the Georgia EPD permit submission checklist for submission with D&O set of drawings

Burns & McDonnell shall prepare a 60% draft D&O Plan set and submit to CLIENT. After submitting the 60% draft design for CLIENT's review, Burns & McDonnell shall host a design review meeting to discuss comments, changes and markups from the review. Those changes will be incorporated into the final D&O Plan set and submitted to client for a 90% design review. The 90% design review shall be an in-person design meeting to conduct a plan review workshop. Changes from the 90% design review shall be submitted to the EPD as part of the D&O permit renewal plan set.

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Task 2 – Major Permit Modification Design

Concurrent with the permit renewal design task, Burns & McDonnell shall conduct design modifications to the Landfill which are considered major permit modifications. The major permit modifications shall incorporate changes to the final landfill grading, future cell constructions or future final cover designs. The below items are proposed to increase landfill airspace, provide operational improvements and reduce future construction costs.

As part of this design, Burns & McDonnell proposes the following major permit modification design updates:

- Updates to stormwater benches in the Landfill Phase II to reduce the number of benches and incorporate hanging berms into the final cover profile
- Include geocomposite into the base cell construction of future Cells 4 and 5 to remove imported drainage sand and utilize on-site materials for protective soil
- Updates to the Landfill Phase I final cover to reduce future regrading for stormwater controls and haul road operations
- Stormwater modeling and analysis for updated final cover grading
- Updated soil loss calculations
- Slope stability and settlement calculations for updated Landfill designs

As part of the major permit modifications, Burns & McDonnell shall include these modifications into the 60% and 90% deliverables described as part of Task 1.

In addition to the permit renewal D&O plans included in Task 1, Task 2 shall include preparation of a design report that includes narrative discussion for changes as part of the major modification, including but not limited to:

- Updates to closure and post closure cost estimates based on changes from the modification
- Slope stability calculations for future cells
- Changes to soil balance estimates and landfill lifetime calculations
- Stormwater and erosion calculations

Task 3 – Meetings with EPD and Public

Prior to conducting the major permit modification design, Burns & McDonnell shall organize a call with the EPD to discuss potential permit design modifications. As part of the meeting Burns & McDonnell and CLIENT shall discuss each modification intended to be included in the permit renewal to identify considerations or requirements for acceptance by the EPD permitting group.

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After the 90% D&O Plan set for review, Burns & McDonnell shall organize a call with EPD to discuss the permit modifications prior to submission. As part of the submission coordination with EPD, Burns & McDonnell shall prepare a public notification for publication in a local newspaper for the CLIENT. After public notification has been published, Burns & McDonnell shall attend a public meeting for comments and discussion with the public regarding the request for a major permit modification at the Candler Road Landfill.

Burns & McDonnell has assumed two virtual meetings with EPD as part of this task and one on site meeting for public notice and disclosure.

Task 4 – On Call Additional Items

Burns & McDonnell has included an additional 60 hours of effort to meet with EPD or conduct additional on-call solid waste services tasks during the permitting renewal process at the Landfill. This task does not include a specific deliverable.

SCHEDULE

The following schedule is anticipated for this project assuming a contract execution date of November 1, 2024. Actual dates will depend on CLIENT review times and response times from EPD with regards to permit modification discussions.

Initial Discussion with EPD	December 2024
60% Design Renewal and Modification	July 2025
CLIENT Review	August 2025
90% Design Review and Modification	October 2025
CLIENT Review	November 2025
Second Discussion with EPD	December 2025
Public Notice	January 2026
Final Submission to EPD	February 2026

ASSUMPTIONS

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

- A. One site visit is included as part of the permit renewal design work.
- B. CLIENT shall provide access to the Landfill as needed during the permitting renewal process.

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- C. Burns & McDonnell shall use the most recent site survey the County has for Task 1 and Task 2 of this design scope.
- D. Information, data and reports provided by CLIENT to Burns & McDonnell will be treated as accurate without independent verification.
- E. Effort for air permitting is not included in this scope.
- F. CLIENT shall provide most recent groundwater data for the Landfill.
- G. It is assumed that for slope stability or settlement calculations as part of this scope, Burns & McDonnell shall not conduct any additional drilling or field investigation.
- H. CLIENT shall provide all available geotechnical data from groundwater well installation or methane probe installations.
- I. Burns & McDonnell has not included specific effort for response to EPD review comments and associated revisions to the permit application.
- J. CLIENT shall be responsible for payment of public notice publication and all associated permit application fees.

COMPENSATION

Total payment for the Scope of Services described herein is not to exceed \$319,400, based on time and materials per the attached "Schedule of Hourly Professional Service Billing Rates" (BMR25-4). This amount shall not be exceeded without prior written consent of CLIENT. The estimated breakdown of costs by task are provided below:

Task 1:	Solid Waste Permit 5 Year Renewal	\$177,400
Task 2:	Permit Major Modification	\$106,900
Task 3:	Meetings with EPD and Public	\$21,200
<u>Task 4:</u>	<u>On- Call Services</u>	<u>\$13,900</u>
TOTAL		\$319,400

Burns & McDonnell will submit invoices to CLIENT monthly for actual labor and expenses from the previous month.



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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.

A handwritten signature in black ink, appearing to read 'Matthew J. Evans'.

Matthew J. Evans, P.E.
Client Manager

A handwritten signature in black ink, appearing to read 'Spencer Cronin'.

Spencer Cronin
Regional Manager
Environmental Services

Enclosures: Attachment 1: Terms and Conditions for Professional Services
Attachment 2: Schedule of Hourly Professional Services Billing Rates

ACCEPTED:

Hall County, Georgia

By _____

Title _____

Date _____



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: CANDLER ROAD LANDFILL PERMIT MODIFICATION AND RENEWAL	Date of Letter, Proposal, or Agreement: JULY 2, 2025
Client: HALL COUNTY, GEORGIA	Client Signature:

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. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

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. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

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. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

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 selfinsurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

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.

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. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

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 or the total compensation actually received by BMcD under this Agreement.

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. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

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. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

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. Any reuse, extension, or completion by Client or 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. The parties shall participate in good faith negotiations to resolve any and all disputes. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Gainesville, Georgia.

B. 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 Hall County, Georgia, 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 Hall County, Georgia, and each party expressly consents to jurisdiction therein.

C. 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 Georgia 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	\$75.00
Technician *	6	\$95.00
Assistant *	7	\$113.00
	8	\$156.00
	9	\$183.00
Staff *	10	\$207.00
	11	\$225.00
Senior	12	\$255.00
	13	\$278.00
Associate	14	\$287.00
	15	\$289.00
	16	\$291.00
	17	\$295.00

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 any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. 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 10%.
4. 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.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.