
December 4, 2014

Mr. Ry Muzzarelli
Utilities Electrical Engineer
City of Gillette, Wyoming
611 North Exchange Ave.
Gillette, WY 82717

Burns & McDonnell Professional Services Proposal for Preparation of WDEQ Permit Documents
Associated with City of Gillette Replacement of Existing Radio Tower:

Dear Muzzarelli,

Burns & McDonnell Engineering Company, Inc. is pleased to provide this proposed letter agreement for professional consulting services for the referenced project. This proposal includes a description of the project, Scope of Services, compensation, and Agreement Terms and Conditions. Burns & McDonnell will coordinate and initiate execution of the Scope of Services defined below within approximately two weeks from the date of authorization. Scott Martin will be our project manager for this work.

PROJECT

We understand the City of Gillette, Wyoming [hereinafter CLIENT] is planning to replace an existing radio tower with a new self-supported tower and associated new foundation within the Wyoming Department of Environmental Quality (WDEQ) permitted facility boundary at Campbell County Landfill No.1 (CCLF 1, WDEQ SHWD Permit No. 10.065). Based on feedback obtained from WDEQ's December 1, 2014 letter, a WDEQ Permit Amendment Application is required to be provided by the facility's permitted entity (Campbell County, Wyoming).

CLIENT has requested Burns & McDonnell Engineering Company, Inc. [hereinafter CONSULTANT] prepare a WDEQ Permit Amendment Application on behalf of Campbell County, Wyoming for the replacement of an existing radio tower and incorporate WDEQ's December 1, 2014 requested documentation into the WDEQ Permit Amendment Application.

A detailed scope of proposed services is provided below.

SCOPE OF SERVICES

CONSULTANT will prepare WDEQ Permit Amendment Application (Application), which will include the following items outlined below:

1. Tower replacement design drawings, planned construction timeframe, a description of the and scope of work related to replacement of existing radio tower with a new self-supported tower, and a description of the existing building that is adjacent to the radio tower (date of original construction, methane barriers and/or migration controls currently in place, gas vents, etc.).
 - a. CONSULTANT will request information necessary to be included in the Application from CLIENT via a conference call.
 - b. Photographic documentation of existing building conduits and methane controls may be necessary for conveying existing building information to WDEQ. CLIENT will provide building photos for use in the Application.

2. CONSULTANT will develop procedures for handling waste, should waste be encountered as a result of excavation activities. Additionally, a National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos notification will be provided to WDEQ on behalf of CLIENT. The NESHAP notification is required when suspected asbestos containing waste materials could be encountered as a result of excavations at a landfill.
3. CONSULTANT will prepare a methane monitoring plan inclusive of standard operating procedures in accordance with Chapter 2 of the WDEQ Solid Waste Rules for the existing building adjacent to the radio tower installation. The monitoring plan will include identification of structures / building features for inclusion in the monitoring program, development of a monitoring protocol and schedule, identification of responsible personnel, and development of WDEQ notification requirements for observed exceedances.

CONSULTANT will provide a draft Application for CLIENT and Campbell County, Wyoming review and incorporate comments prior to issuing a final draft report to WDEQ. CONSULTANT will incorporate WDEQ final draft Application comments and issue a final Application to WDEQ.

ASSUMPTIONS

- A. CONSULTANT has assumed field investigations and visits to the Site will not be required.
- B. Engineering design and Professional Engineering Certification of the new tower installation will be performed by others.
- C. Review of applicable building and electrical codes is not included within the scope of work.
- D. Design of a remote methane monitoring and alarm system is not included within the Scope of Services, but can be added to the Scope of Services for an additional fee.
- E. Construction phase services related to oversight/characterization of excavations is not included within the Scope of Services, but can be added to the Scope of Services for an additional fee.

RESPONSIBILITIES OF CLIENT

It is our understanding CLIENT will provide the following:

- A. Assistance by placing at CONSULTANT's disposal all available information pertinent to the assignment. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.
- B. Timely reviews of data and reports submitted for review.

COMPENSATION

- A. Amount of Payment:

For the Scope of Services described herein, CLIENT shall pay CONSULTANT on a time and materials basis in an amount not to exceed Twelve Thousand Nine Hundred Thirty One Dollars (\$12,931.00).

A breakdown of costs is attached.

B. Statements:

Monthly statements will be submitted by CONSULTANT to CLIENT. Statements will be based on CONSULTANT's services completed at the end of the preceding month.

TERMS AND CONDITIONS

The attached Terms and Conditions for Professional Services, DEN T&C Rev 0 dated 02/01/10, 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 for our file.

Sincerely,



Scott A. Martin
Project Manager

ML/sam
w/Enclosure



Bradley A. Coleman, PE
Department Manager

ACCEPTED:

City of Gillette, Wyoming

By _____

Title _____

Date _____

**Cost Estimate
on a per Task Basis**

(fill in green boxes)

**City of Gillette, Wyoming
WDEQ Radio Tower Permit Docs
Campbell County LF No.1**

Task No.	Task Description					EXPENSES						
		Category	Hourly Rate	Hours	Cost	Item	Quantity	Unit	Cost per Unit	Bare Cost	Percent Markup	Total Cost
1.0	Project Kickoff & Narrative	Associate (15)	\$213.00	3	\$639.00	Meals & Lodging		day	\$0.00			
		Associate (14)	\$201.00			Airfare		each	\$0.00			
4	Conf Call / Coord of Information	Senior (13)	\$188.00			Car		day				
8	Project Narrative	Senior (12)	\$173.00	4	\$692.00	Truck		Week				
2	QR	Staff (11)	\$158.00			Laboratory		Lump				
1	PM	Staff (10)	\$143.00									
		Assistant (9)	\$130.00	8	\$1,040.00							
		Assistant (8)	\$117.00									
		Assistant (7)	\$84.00									
		Technician (6)	\$72.00									
		General Office	\$61.00									
						Technology Charge	15	hour	\$0.00	\$0.00		\$0.00
Task Subtotals				15	\$2,371.00					\$0.00		\$0.00
Task Total												\$2,371.00
2.0	Waste Handling Procedures	Associate (15)	\$213.00	4	\$852.00	Meals & Lodging		day	\$0.00			
		Associate (14)	\$201.00			Airfare		each	\$0.00			
4	NESHAP Notification	Senior (13)	\$188.00			Car		day				
20	Waste Handling Narrative	Senior (12)	\$173.00	6	\$1,038.00	Truck		Week				
4	QR	Staff (11)	\$158.00			Laboratory		Lump				
2	PM	Staff (10)	\$143.00									
		Assistant (9)	\$130.00	20	\$2,600.00							
		Assistant (8)	\$117.00									
		Assistant (7)	\$84.00									
		Technician (6)	\$72.00									
		General Office	\$61.00									
						Technology Charge	30	hour	\$0.00	\$0.00		\$0.00
Task Subtotals				30	\$4,490.00					\$0.00		\$0.00
Task Total												\$4,490.00
3.0	Methane Monitoring Plan & SOP	Associate (15)	\$213.00	2	\$426.00	Meals & Lodging		day	\$0.00			
		Associate (14)	\$201.00			Airfare		each	\$0.00			
		Senior (13)	\$188.00			Car		day				
36	Narrative	Senior (12)	\$173.00	8	\$1,384.00	Truck		Week				
4	QR	Staff (11)	\$158.00			Laboratory		Lump				
2	PM	Staff (10)	\$143.00			Reprographics	1	Lump	\$100.00	\$100.00		\$100.00
		Assistant (9)	\$130.00	32	\$4,160.00							
		Assistant (8)	\$117.00									
		Assistant (7)	\$84.00									
		Technician (6)	\$72.00									
		General Office	\$61.00									
						Technology Charge	42	hour	\$0.00	\$0.00		\$0.00
Task Subtotals				42	\$5,970.00					\$100.00		\$100.00
Task Total												\$6,070.00
Project Total												\$12,931.00

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Landfill 1 Radio tower Modifications
Client: C i t y o f G i l l e t t e

Date of Letter, Proposal, or Agreement: December 4, 2014
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.

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, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

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 form CG 20 10 11 85 endorsement or its equivalent 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 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 waivers of subrogation in favor of Client and BMCD for damage covered by any construction contractor's property 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.

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. 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.

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

(continued on reverse side)

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.

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.

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 AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Colorado, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial District in the County of Douglas, State of Colorado, or the United States District Court for the District of Colorado.

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.

- END -