



November 20, 2024

Mr. Rodney W. Bollinger  
Administrative Services Director  
City of Jackson  
101 Court St.  
Jackson, Missouri 63755

Re: Jackson Sanitary Landfill Post-Closure Assessment

Dear Mr. Bollinger:

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) is pleased to provide this proposal for professional services to support the City of Jackson, Missouri (City) with a Post-Closure Assessment for the Jackson Sanitary Landfill (Landfill). Outlined herein is our project understanding, proposed scope of work, schedule, compensation and assumptions.

### **PROJECT UNDERSTANDING**

We understand that the City owns a Landfill, located at the northwest quarter of fractional Section 17 and a part of Lots 7 and 16 of Survey 2196, Township 31 north, Range 12 East in Cape Girardeau County, Missouri (Property). While the City retains ownership of the Landfill, Republic Services has been conducting Post-Closure activities and anticipates the end its 30-year post-closure period on November 1, 2026. Although this date has been set, it is not anticipated that the Missouri Department of Natural Resources (MDNR) will release the Landfill from Post-Closure unless the City can demonstrate limited threat to public health and safety. Consequently, the City would like Burns & McDonnell to review available reports and data for viability of release from Post-Closure requirements, and to explore future land use options for the property.

### **SCOPE OF WORK**

The proposed scope of work is outlined below. A site visit and MDNR correspondence have been included as optional tasks. Burns & McDonnell can perform the Post-Closure Assessment with or without a site visit; however, a site visit will be required if the City requests Burns & McDonnell's support in meetings and/or correspondence with MDNR. If no site visit is performed, findings will be based on publicly available site data and City-provided photos and site inspections.

#### **Task 1: Data Collection and Regulatory Review**

Burns & McDonnell will develop and provide the City with a request for information (RFI) to inform the Post-Closure Assessment. The RFI will request copies of existing permit documents for the Property including the Certification of Closure submittal, Post-Closure Plan, Post-Closure inspection records, previous MDNR correspondence, and any previous Property appraisals. Key members of the Burns & McDonnell project team will facilitate a virtual project kickoff meeting with the City to review the scope, schedule, and discuss project information needed.

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After the kickoff meeting and upon receipt of the RFI documents, Burns & McDonnell will conduct a review of the documents provided by the City and applicable federal, state, and local regulations, codes, and ordinances. Burns & McDonnell will conduct a desktop assessment of the properties within proximity to the Landfill and review ownership, zoning, land use, and property values, where available.

**Task 2: Post-Closure Assessment and Memorandum**

Based on industry experience, benchmarking analysis of similar closed facilities, and the findings of Task 1, Burns & McDonnell will identify potential future uses for the Property and some advantages / disadvantages of each for the City's consideration. Our project team will summarize the findings from the data review and potential future uses in a draft memorandum, which will be presented to the City for review. Burns & McDonnell will facilitate a virtual review meeting with the City thereafter to discuss comments to the draft memorandum. Following the review meeting, Burns & McDonnell will address the City's comments and provide a final memorandum.

**Optional Task 3: Site Visit**

Burns & McDonnell representatives will meet with City representatives at the Landfill to observe its existing condition and adjacent properties. The site visit will focus on identifying physical features which may prevent potential future land use opportunities.

**Optional Task 4: MDNR Correspondence**

Burns & McDonnell will prepare a memorandum summarizing Post-Closure activities, as documented by City-provided documents, and current conditions of the Landfill for submittal to MDNR in evaluating release from monitoring requirements. Burns & McDonnell will facilitate a virtual meeting with MDNR and City representatives to discuss the contents of the memorandum and will address one round of MDNR comments. This memorandum will be developed by a licensed engineer in the state of Missouri.

**SCHEDULE**

Burns & McDonnell has estimated a two-month schedule from the receipt of notice to proceed to delivery of the Post-Closure Assessment memorandum. The schedule is based on timely delivery of information by the City as requested in Task 1.

**COMPENSATION**

Burns & McDonnell's proposed lump sum cost to perform the scope of work described above is provided below.

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Task	Proposed Cost
1: Data Collection and Regulatory Review	\$9,500
2: Post-Closure Assessment and Memorandum	\$10,500
<b>Lump Sum Total</b>	<b>\$20,000</b>
Optional Task 3: Site Visit	\$8,000
Optional Task 4: MDNR Correspondence	\$9,500
<b>Lump Sum Total with Optional Tasks</b>	<b>\$37,500</b>

The total lump sum cost will not be exceeded without prior authorization from the City. This scope will be performed in accordance with the attached terms and conditions (AR-4 KCO T&C). Monthly statements will be based on project percent complete at the end of the preceding month. For additional, reduced, or changed scope of services, the amount of payment shall be adjusted by an amount mutually agreeable to the City and Burns & McDonnell.

#### ASSUMPTIONS

- All meetings are assumed to be held virtually via Microsoft Teams.
- The City will provide assistance by placing at Burns & McDonnell's disposal all available information pertinent to the Scope of Work. Burns & McDonnell will rely on the information made available by the City as accurate without independent verification. Items assumed to be provided by the City include but are not limited to:
  - Effective Post-Closure Plan
  - Comprehensive Post-Closure inspection records
  - Certification of Closure
  - Previous property appraisals, if any
- One round of minor revisions for City comments is anticipated on the memorandum.

We appreciate the opportunity to provide professional services to the City. Should there be any questions about the scope of work or associated compensation proposed herein, you may contact me at [ldrescher@burnsmcd.com](mailto:ldrescher@burnsmcd.com) or (816) 823-6241.

Sincerely,

Burns & McDonnell Engineering Company, Inc.

A handwritten signature in blue ink that reads "Laura Drescher".

Laura Drescher, PE  
Project Manager



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A handwritten signature in blue ink, reading "Brit Hoffman".

Brit Hoffman, PE  
Project Engineer

Attachment 1: Terms and Conditions for Professional Services



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

<b>Project:</b>	<b>Date of Letter, Proposal, or Agreement:</b>
<b>Client:</b>	<b>Client Signature:</b>

### 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, 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 self-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 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.

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 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 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.

- END -