



## FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

Member of Wyoming Solid Waste and Recycling Association (WSWRA)

P.O. Box 1400

Lander, WY 82520

telephone 307.332.7040

fax 307.332.5013

trashmatters.org

### MEETING AGENDA

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

BOARD OF DIRECTORS – REGULAR MEETING

July 19, 2021 - 9:30 a.m.

**1. PUBLIC HEARING – FCSWDD FY 2021-22 Budget**

**2. PRELIMINARY ITEMS:**

- a. Pledge of Allegiance
- b. Roll Call: Michael Adams, Steve Baumann, Gary Weisz, Rick Klaproth, Mark Moxley, Rob Dolcater, Rod Haper, Jennifer Lamb, and Robert Townsend
- c. Declaration of Quorum
- d. Approval of Agenda (*Discussions and Formal Action*)
- e. Public Comment / Communication from the Floor

**3. CONSENT ITEMS:**

- a. Approval of the Meeting Minutes
  - i. June 2021
- b. Approval of the Accounts Payable
  - i. June 2021
- c. Acceptance of Consultants and Agreement Reports
  - i. Trihydro Corporation
  - ii. Burns and McDonnell
  - iii. Wind River Inter-Tribal Solid Waste – *no report submitted*
- d. Acceptance of Staff Reports
  - i. Superintendent Report

**4. BUSINESS ITEMS:**

- a. FY 2021-2022 Final Operating Budget – Approval (*Discussions and Formal Action*)
- b. Trihydro Environmental Monitoring Clarification – Caroline Brewer (*Discussion*)
- c. Operational Evaluation and Strategic Planning Project Update – Burns and McDonnell (*Discussion*)
- d. Scale Facility Project Update – Burns and McDonnell (*Discussions*)
- e. FY 2021-2022 Engineering Task Order Requests (*Discussions and Formal Action*)

**Trihydro:**

**Task Order 10-031:** Shoshoni Landfill Construction Admin and CQA – *cost not-to-exceed \$121,395*

- This task order will include the construction monitoring, pay request reviews, quality assurance, geotechnical data review, and final reporting.

**Task Order 10-030:** Environmental Monitoring – *cost not-to-exceed \$134,524*

- This task order will include the groundwater and methane monitoring at the Lander, Sand Draw, Dubois, and Shoshoni Landfills, lab coordination, data validation, and reporting. In addition to the standard environmental monitoring, every four years we are required to complete a field study (Tier II) for our

Title V air quality permit at the Sand Draw Landfill, lab coordination, data validation, and reporting. This is a requirement triggered by our permitted airspace at the site (not actual waste in-place).

Task Order 10-029: Technical Assistance – **cost not-to-exceed \$24,850**

- This task order provides technical assistance to the District, including but not limited to developing drawings, review of data, regulatory discussions, board meeting updates, etc.

**Burns and McDonnell:**

Agreement for Env. Services - Renewal

Task Order / Authorization 33: Capacity Audits – **cost not-to-exceed \$29,200**

- This task order will include one topographic survey, airspace consumption, airspace utilization factor (waste density), project remaining landfill life, calculate the soil balance through the remainder of the site's life, and develop the closure and post-closure expenses for the Lander, Sand Draw, and Dubois landfills.

Task Order / Authorization 34: Technical Assistance – **cost not-to-exceed \$20,000**

- This task order provides technical assistance to the District, including but not limited to developing drawings, interim airspace utilization factor calcs, operational guidance, and board meeting updates.

Task Order / Authorization 35: CIP Model Review and Update – **cost not-to-exceed \$15,000**

- This task order will include an annual review of past, current, and future capital expenses and all revenues, update the model, evaluate the District's disposal rates, and present the model.

Task Order / Authorization 36: Surveying – **cost not-to-exceed \$12,000**

- This task order will provide on-call surveying and staking work.

**5. NEW BUSINESS**

**6. CLOSING ITEMS:**

- a. Upcoming Meeting(s):
  - i. The next Regularly Scheduled Meeting(s): August 16, 2021, at 9:30 a.m.
- b. Call for Adjournment

Fremont County Solid Waste Disposal District  
**Balance Sheet**  
As of June 30, 2021

	Jun 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
122105 · Petty Cash	300.00
122106 · Transfer Station Cash	400.00
122107 · Scale House Cash	1,600.00
123110 · CB&T Checking	13,074.78
123115 · Edward Jones Investments	
123115a · Edward Jones-Federal Bonds	3,615,755.23
123115 · Edward Jones Investments - O...	5,266.00
<b>Total 123115 · Edward Jones Investments</b>	<b>3,621,021.23</b>
123120 · Bank of Jackson Hole	160,192.76
123130 · Wyo Star	1,220,374.86
123132 · Wyo Star II	15,363,907.56
123134 · Wyoming Community Bank	973,486.90
<b>Total Checking/Savings</b>	<b>21,354,358.09</b>
<b>Accounts Receivable</b>	
133141 · Accounts Rec - User Fees	222,223.72
<b>Total Accounts Receivable</b>	<b>222,223.72</b>
<b>Other Current Assets</b>	<b>42,919.67</b>
<b>Total Current Assets</b>	<b>21,619,501.48</b>
<b>TOTAL ASSETS</b>	<b>21,619,501.48</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	<b>178,157.72</b>
<b>Total Liabilities</b>	<b>178,157.72</b>
<b>Equity</b>	
32000 · Unrestricted Net Assets	2,917,557.06
380860 · Cash Reserve	750,000.00
380970 · Closure/Post-Closure Reserve	16,466,876.00
Net Income	1,306,910.70
<b>Total Equity</b>	<b>21,441,343.76</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>21,619,501.48</b>



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FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

### Minutes of Regular Board Meeting

June 21, 2021

#### 1. PRELIMINARY ITEMS:

a. – c. The regular meeting of the Fremont County Solid Waste Disposal District Board of Directors was held on the above date and called to order by VICE-CHAIRMAN MOXLEY at 9:30am. VICE-CHAIRMAN MOXLEY then led the Pledge of Allegiance and declared that there was a quorum of the Board with the following people in attendance:

<u>Board Members:</u>	Michael Adams (via Zoom), Rick Klaproth, Gary Weisz, Jennifer Lamb (via Zoom), Robert Townsend, Steve Baumann, Rod Haper, and Mark Moxley
<u>Excused Member(s):</u>	Rob Dolcater
<u>Unexcused Member(s):</u>	<i>no unexcused members</i>
<u>Commissioner Liaison:</u>	Mike Jones
<u>Community Liaisons:</u>	Kyle Larson (City of Riverton) and John Larson (City of Lander)
<u>Attorney:</u>	Rick Sollars (Western Law & Assoc.)
<u>Staff:</u>	Superintendent Andy Frey
<u>Consultant(s):</u>	Matt Evans (Burns and McDonnell) via Zoom, Cassidy Tieman (Burns and McDonnell) via Zoom, Josh Lee (Burns and McDonnell) via Zoom, Travis Evans (Trihydro), and Susan Brodie (SLB Inc.)
<u>Guest(s):</u>	Brian Eggleston (City of Riverton)

#### d. Approval of Agenda

STEVE BAUMANN made a motion to approve the consent agenda, holding the Trihydro report and the Burns and McDonnell report. JEN LAMB seconded the motion. **MOTION CARRIED**

#### e. Public Comment/Communication from the Floor

VICE-CHAIRMAN MOXLEY opened the floor to public comment. Having no public comment, the public comment was closed.

#### 2. CONSENT ITEMS:

##### a. Approval of Prior Meeting Minutes

- i. April 2021

##### b. Approval of Accounts Payable

- i. April 2021 Invoices

##### c. Acceptance of Consultants Reports:

- i. Trihydro Corporation – Progress Report → **REMOVED FOR DISCUSSION**
- ii. Burns and McDonnell – Progress Report → **REMOVED FOR DISCUSSION**
- iii. Wind River Indian Reservation Inter-Tribal Solid Waste Program – No Report Submitted

##### d. Acceptance of Staff Reports:

- i. Superintendent Report

### 3. REMOVED ITEMS

**Discussions:** Trihydro Report: Concern with the reports notes regarding misreporting and false positives. Travis Evans stated that there was a lab error with which samples they were asked to analyze for PFAS/PFOS constituents. The error was identified by Trihydro. Additionally, there appears to be false positives or possibly sampling contamination in the Lander samples. This was also identified by Trihydro and they are working on how best to report the errors to the WDEQ. (2.) Trihydro will have Caroline Brewer available at the next meeting to better explain the situation and remedies at the next Board meeting.

STEVE BAUMANN made a motion to accept the Trihydro report. SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

**Discussions:** Burns and McDonnell Report: Clarification was requested on the timeline of the Capacity Audits referenced in the report. Superintendent Frey explained that the most recent capacity audits were provided to the Board at the April/May meeting.

BOB TOWNSEND made a motion to accept the Burns and McDonnell report. SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

### 4. OTHER ITEMS OF BUSINESS:

#### a. **Shoshoni Landfill Closure Bid Review and Recommendation – Trihydro (*Discussions and Formal Action*)**

Travis Evans explained to the Board that with the significant storms that impacted the resin plants in Texas earlier this year the resin pricing and delivery date for synthetic liner materials remains unpredictable. With the unpredictability, an alternative liner material was approved with the WDEQ for the closure project to ensure competitive pricing. Two bids were received on the closure project. The bids were from DRM at approximately \$1.3 million and from Oftedal at approximately \$1.6 million.

The low bidder's liner contractor was contacted by Trihydro and they confirmed their ability to have the liner materials on time to maintain the construction schedule.

Travis Evans then recommended awarding the contract to the low bidder, DRM, with a bid of \$1,312,241.92.

**Discussions:** (1.) Only two bids were received likely due to the unpredictability in the resin markets and that the project was bid later in the year. (2.) The evapotranspiration (ET) cap design was evaluated at the site and the soils were determined inadequate. (3.) The price differential between the two bids was likely driven by mark-ups from subs and uncertainty with liner scheduling. (4.) The liner suppliers are claiming force majeure and have not been guaranteeing pricing. (5.) There is no known consequence with post-poning the project another year; however, the pricing and availability has not settled down in the past six months.

STEVE BAUMANN made a motion to award the Shoshoni Landfill Closure project to DRM with a bid of \$1,312,241.92, contingent on receipt of a signed authorization letter. GARY WEISZ seconded the motion. **MOTION CARRIED**

#### b. **FY 2021-2022 Operating Budget – Wage Discussions (*Discussions and Formal Action*)**

Superintendent Frey informed the Board that the District received communication from the county commission on June 14, 2021, stating that they are looking at possible wage adjustments following review of their job classifications and are open to the District doing the same. Following this communication our accountant pulled together a handout accounting for a few wage adjustment considerations.

**Discussions:** (1.) Commissioner Jones explained that there was no science applied in developing the number the county set-aside. They plan to review job descriptions and classifications throughout the fiscal year to

evaluate how their wages compare to the workload managed by their staff. (2.) STEVE BAUMANN commented that the staffing numbers have been reduced over the past years and the current staff members are an asset and need to be retained. (3.) CHAIRMAN MOXLEY explained to the group that what is being presented today is to set-aside money to allow for the potential of wage adjustments, but there is no guarantee of a wage adjustment. (4.) CHAIRMAN ADAMS stated that adequate funds should be included for a potential adjustment for the superintendent since he has not received a wage adjustment since 2014.

CHAIRMAN ADAMS made a motion to include into the wages portion of the FY 2021-22 Operating Budget \$60,000 for a possible wage adjustment. GARY WEISZ seconded the motion. **MOTION PASSED.** Opposing were STEVE BAUMANN and BOB TOWNSEND.

**c. Operational Evaluation and Strategic Planning Project Update – Matt Evans (*Discussion*)**

Matt Evans (Burns and McDonnell) presented to the Board an operational comparison of the alternative operational model developed over the past months with an operational model that includes a “no change” operational model. The “no change” operational includes a full transfer station at Lander that allows for all customer types and a full transfer station in Riverton that also allows for all customer types. The “no change” operational model will cost the District an additional \$1 million annually, not including the additional \$4 million to \$5 million in capital expenses or any depreciation. Implementation of the “no change” operational model would lead to a \$105 per ton disposal rate.

**Discussions:** (1.) Brian Eggleston (City of Riverton) suggested that a meeting with the stakeholders would be appropriate prior to any decision making. (2.) Matt Evans committed to developing a set of talking points for the stakeholder meetings.

**d. Scale Facility Project Draft Layout and Detail Review – Burns and McDonnell (*Discussions*)**

Josh Lee (Burns and McDonnell) reviewed updated construction plans for the Dubois, Lander, and Sand Draw sites.

**5. NEW BUSINESS**

- a. **2021 Household Hazardous Waste Event:** Superintendent Frey reviewed the 2021 HHW event schedule and explained that the preliminary date for the 2021 HHW event has been altered to better align with volunteer availability through the groups that typically assist with the event. The new date and time is shown on the flyer provided with the meeting packets.
- b. **Hopper Disposal Transfer Station:** Superintendent Frey informed the Board that the District received notification that Hopper Disposal has submitted for a low-hazard low-volume transfer station permit for his Shoshoni property.
- c. **Cooperative Waste Cleanup Project on the WRIR:** Superintendent Frey informed the Board that Representative Lloyd Larson has been spearheading a cleanup project for the WRIR illegal dump sites and asked if the District would be open to administering the contract, as well as considering a disposal rate adjustment for the project.

**Discussions:** (1.) Attorney Sollars cautioned the Board that the District has no jurisdiction on the lands of the WRIR and any such activities could lead to large liabilities. (2.) VICE-CHAIRMAN MOXLEY commented that the superintendent is spread very thin with his current workload and would be the only appropriate staff person to oversee such a project. (3.) Rate adjustments are requested from private landowners, as well as other governmental agencies on a regular basis and the District would establish a precedent if this was pursued. (4.) A lack of appropriate oversight of this type of work could certainly lead to acceptance of hazardous waste materials within the District’s landfills.

**6. CALL FOR ADJOURNMENT**

SECRETARY/TREASURER KLAPROTH made a motion to adjourn at 10:50AM. GARY WEISZ seconded the motion.

***MOTION CARRIED***

**7. UPCOMING MEETING(S):**

- a. **The Next Regularly Scheduled Meeting: July 19, 2021, at 9:30 a.m.**

Respectfully submitted by,

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Andrew Frey, P.E.  
Superintendent of Operations  
Fremont County Solid Waste Disposal District

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Michael Adams  
Board of Director's Chairman  
Fremont County Solid Waste Disposal District



## memorandum

**To:** Andy Frey, P.E., Superintendent, Fremont County SWDD  
**From:** Scott Lee, P.E.  
**cc:** Fremont County SWDD Board  
**Date:** July 12, 2021  
**Re:** Project Updates for July 19, 2021 Board Meeting

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The following information is provided to update the Board of the Fremont County Solid Waste Disposal District (District) regarding the status of various projects that are being managed by Trihydro Corporation (Trihydro), and associated activities associated with the Wyoming Department of Environmental Quality (DEQ), Solid and Hazardous Waste Division (SHWD), Water Quality Division (WQD), and Air Quality Division (AQD). The information provided is generally limited to activity during the previous month.

### **Sand Draw, Shoshoni, Lander, and Dubois Landfills – 2020-2021 Environmental Activities and Monitoring (Task Order 10-028 / Trihydro Project 09Y-008-006)**

The semiannual methane and groundwater monitoring event was conducted during the second half of April. The related monitoring reports for Dubois, Sand Draw, and Shoshoni were reviewed by Mr. Andy Frey, and finalized reports were submitted to WDEQ on July 2, 2021. The Lander Landfill report has also been drafted and reviewed by Mr. Frey. Based on review, we need to annotate a set of data for SHWD, but there is no way for them to accept such annotations. Trihydro is working with SHWD to determine how to resolve and will revise the report at that time.

April event reporting is the last task under the 2020-2021 environmental monitoring project. A 2021-2022 proposal and Task Order are provided alongside this report for consideration. With Board approval, the first activities under the new Task Order will be third quarter methane monitoring and semiannual air reporting for Sand Draw. The next groundwater monitoring event will be in October.

### **Technical Assistance (Task Order 10-027 / Trihydro Project 09Y-005-007)**

Technical assistance activities during the previous month included:

- A project status report was prepared for the monthly Board meeting.
- PFAS results were summarized and submitted to Mr. Frey.





Andy Frey, FCSWDD

July 12, 2021

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**Shoshoni Landfill – Shoshoni Landfill Closure (Task Order 10-029 / Trihydro Project 09Y-004-003)**

The Shoshoni Landfill Closure Project has been awarded to DRM, Inc. for \$1,312,241.92. The Notice of Award was signed and issued at the Board meeting on June 21, 2021. Trihydro has received the signed contract from DRM. It is anticipated that the contract will be signed by the FCSWDD Chairman during the Board meeting on July 19, 2021. The tentative construction start date is Monday, August 2, 2021.

We have included a cost proposal and Task Order for construction management services associated with the Shoshoni Closure project. The proposal is included with this monthly report for consideration at the Board meeting on July 19, 2021.

Please let us know if you have any questions or need additional information. You can call me on my direct office line (307-335-3169), send me an email ([slee@trihydro.com](mailto:slee@trihydro.com)), or stop by our office at 388 Main Street, Suite C, in Lander.

**END OF MEMORANDUM**

# Memorandum



Date: July 14, 2021

To: Andy Frey, PE, Fremont County Solid Waste Disposal District

From: Matt Evans, PE

Subject: Progress Report – July 2021

The following provides an update on work completed by Burns & McDonnell since the last Progress Report.

## *Operational Efficiency Study and Strategic Plan*

A draft operational efficiency report and a draft strategic plan report are being prepared for discussion with the superintendent and discussion at the August Board Meeting. The draft report will include a summary of the operational efficiency items that were reviewed as part of this project, as well as a description of the strategic plan and the alternatives that were evaluated.

## *Capacity Audits*

Capacity audit reports are in progress. The 2021 surveys for the next capacity audit analysis will be completed in July 2021. Draft reports will be submitted to the superintendent this fall.

## *Technical Engineering Assistance*

Burns & McDonnell completed our monthly progress report, invoice and overall project management related to the administration of the project as part of this task.

## *Capital Improvement Plan Modeling*

The CIP model is being used as the foundation for the financial analysis being completed as part of the Operational Efficiency and Strategic Planning Study. It has been updated with the fiscal year end results for 2020-2021.

## *Scale House Project*

Final scale house plans will be completed in August. Advertising and bidding of the plans will follow to select a construction contractor. Construction is anticipated to start as soon as weather allows in the spring of 2022. This construction timing will allow for the offsite construction of the prefabricated scale houses to be completed such that delivery of the scale houses does not delay construction.

## Memorandum *(continued)*



July 14, 2021

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### *On-call Surveying*

There is no new on-call surveying information at this time. Fremont Engineering and Surveying are currently completing topographical surveys of Lander, Sand Draw and Dubois facilities for the 2021 capacity audits.

Burns & McDonnell appreciates the opportunity to work with the District. If there are any questions regarding this progress report or work that is being completed, please do not hesitate to contact me at 612-240-2094 or [maevans@burnsmcd.com](mailto:maevans@burnsmcd.com) at your earliest convenience.

Fremont County Solid Waste Disposal District  
**Superintendent Report**  
July 13, 2021

**Office/Staff/Board/Inter-Government**

**Office:**

1. The calculated tonnages and cost per ton are as follows (calculated using monthly expenses and monthly tonnages):
  - a. 2013 = \$140 per ton & 31,472 total tons
  - b. 2014 = \$176 per ton & 27,562 total tons
  - c. 2015 = \$99 per ton & 31,890 total tons
  - d. 2016 = \$103 per ton & 29,659 total tons
  - e. 2017 = \$102 per ton & 33,483 total tons
  - f. 2018 = \$106 per ton & 36,352 total tons
  - g. 2019 = \$88 per ton & 41,900 total tons
  - h. 2020 = \$89 per ton & 36,200 total tons
  - i. 2021 = 1<sup>st</sup> Half \$130 per ton & 17,213 tons

**Staff:**

1. July 2021: Following the approval of the ***Safety Incentive Program*** in April 2015, and the implementation July 1, 2015, the Riverton Area staff (i.e. Riverton Transfer Station, the Sand Draw Landfill, the Shoshoni Landfill, and the rural transfer stations) has not had a single lost-time accident/incident in **6 years**, and the Lander Area staff (i.e. Lander Landfill and the Dubois Landfill) had one lost-time accident early on but has now made it **5 years and 6 months!!**

**Board:**

1. 2020 – Below is the current list of ***Board Committees and Members***.
  - a. Recycling Committee: Jennifer Lamb, Gary Weisz, Bob Townsend, and Mark Moxley.
  - b. Health Benefit and Wage Committee: Rob Dolcater, Mike Adams, Gary Weisz, and Rick Klaproth.
  - c. Planning Committee: Bob Townsend, Steve Baumann, Jen Lamb, and Gary Weisz.
  - d. Budget Committee: Rick Klaproth, Gary Weisz, Rob Dolcater, and Mark Moxley.
  - e. WRIR Solid Waste Negotiations Committee: Rod Haper, Steve Baumann, Gary Weisz, and Mark Moxley.

#### Inter-Government:

1. State – **No Updates**
2. County:
  - a. May 10, 2021: The **draft Fiscal Year 2021-2022 Operating Budget** was submitted to the commissioners as per their schedule. On May 18, 2021, the District presented the draft budget to the commissioners.
  - b. June 14, 2021: The District received notice from the county commission stating that they are reviewing the potential of **wage adjustments** within their staff and that they would not be opposed to the District conducting a similar review.
  - c. June 29, 2021: The District provided the county commission with an updated budget summary indicating that \$60,000 was set aside within the budget for a potential wage review.
3. Municipalities:
  - a. June 24, 2021: At the June 2021 Fremont County Association of Governments (**FCAG**) meeting a presentation was provided to summarize our ongoing operational evaluation and planning project.

#### Regulatory/Engineering/Legal/General Contractors

##### Regulatory:

1. April-July 2021: We continue to work through the **permit renewals** with the WDEQ on the Lander Transfer Station and the Riverton Transfer Station.

##### Engineering:

1. Trihydro: (1.) Environmental Monitoring (2.) Technical Assistance (3.) Shoshoni Landfill Closure Construction Oversight and Quality Assurance.
2. Burns and McDonnell: (1.) Capacity Audits (2.) Surveying (3.) Operational Efficiency Evaluation and Strategic Planning (4.) CIP Model Updates, and (5.) Scale Facility Design.

##### Legal – **No Updates**

##### General Contractors:

1. July 2021: The District will be developing bid documents for this cold weather season's **propane** needs.

#### Sites/Operations/Equipment:

Sites – July 9, 2021: After working hours there was a **landfill fire** at the Lander Landfill. The fire was likely the result of a load of waste containing fireworks debris. The fire was extinguished with the assistance of the Lander Rural Fire Department and District staff covering the fire with water and then soils.

##### Equipment:

1. July-August 2021: The District will begin developing bid specifications for the equipment included in the current fiscal year operating budget.

#### Miscellaneous/Upcoming Work & Events/Work in Progress:

Miscellaneous – **No Updates**

Upcoming Work & Events:

1. May 17, 2021: The Scrap Metal Processing contractor is scheduled to begin processing the metals at the District sites.
2. July 17, 2021: The **2021 Household Hazardous Waste and Chemical Cleanup Event** will be held at the Lander Landfill. (Flyer included last month)

Thank you,

A handwritten signature in black ink, appearing to read 'Andrew Frey', with a long horizontal flourish extending to the right.

Andrew Frey, P.E.  
Superintendent of Operations  
Fremont County Solid Waste Disposal District

**FREMONT CO SOLID WASTE DISPOSAL DISTRICT  
CHANGES TO BUDGET (PROPOSED BUDGET TO FINAL BUDGET)  
FOR FISCAL YEAR 2021-2022**

**CHANGE TO INCOME**

TOTAL INCOME PER PROPOSED BUDGET	\$	5,558,907
DECREASE IN TAX LEVY FOR CHANGE IN ASSESSED VALUATION	(17,432)	
NET CHANGE TO INCOME		(17,432)
<b>ENDING INCOME TOTAL</b>	<b>\$</b>	<b>5,541,475</b>

**CHANGE TO EXPENSES**

TOTAL EXPENSES PER PROPOSED BUDGET	\$	8,425,652
INCREASE IN WAGES AND WAGE RELATED EXPENSES	60,000	
NET CHANGE TO EXPENSES		60,000
<b>ENDING EXPENSE TOTAL</b>	<b>\$</b>	<b>8,485,652</b>

*For possible wage adjustments  
Approved by Board 6/21/21*

**CHANGE TO CLOSURE, POST CLOSURE, FUTURE DEVELOPMENT & CASH RESERVES**

BEGINNING BALANCE OF RESERVES	\$	17,216,876
ADDITION TO CLOSURE RESERVE PER PROPOSED BUDGET	1,766,378	
DECREASE FOR ASSESSED VALUATION CHANGE	(17,432)	
DECREASE FOR CHANGE TO EXPENSES	(60,000)	
ADDITION TO RESERVES FOR 2021-22 (adjusted for changes)		1,688,946
<b>ENDING CLOSURE, POST CLOSURE, FUTURE DEVELOPMENT &amp; CASH RESERVES</b>	<b>\$</b>	<b>18,905,822</b>

<b>Total Adjustment</b>	<b>\$</b>	<b>(77,432)</b>
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**FINAL BUDGET SUMMARY**

REVENUE FROM OPERATIONS & OTHER MISC.	\$	3,819,946
REVENUE FROM MILL LEVY		1,721,528
ANTICIPATED CASH AVAILABLE (in excess of prior year reserves)		4,633,124
EXPENSES		(8,485,652)
ADDED TO CASH RESERVE		-
ADDED TO CLOSURE/POST-CLOSURE RESERVE		(1,688,946)
<b>NET BUDGET</b>	<b>\$</b>	<b>-</b>



July 12, 2021

Mr. Andrew Frey, P.E., Superintendent of Operations  
Fremont County Solid Waste Disposal District  
P.O. Box 1400  
52 Beebee Road  
Lander, WY 82520

RE: Revised Cost Proposal for Construction Management Services for the Shoshoni Landfill Closure,  
Shoshoni, Wyoming

Dear Mr. Frey:

Trihydro Corporation (Trihydro) appreciates the opportunity to provide this revised cost proposal to the Fremont County Solid Waste Disposal District (FCSWDD) for the balance of professional services associated with closure of the Shoshoni Landfill. Attachment A provides a detailed breakdown of project tasks, activities, assumptions, and costs for the following closure services required to complete the project:

- Phase 3 - Construction Management
  - Construction Quality Assurance and Management
  - Closure Certification

The total project cost estimate approved by the Cease & Transfer Program (C&TP) is \$1,346,000. The total for all engineering services to be provided by Trihydro (Phases 1-4) is \$213,438, which includes \$121,395 for the tasks associated with Phase 3. \$213,438 represents 15.9% of the approved project costs, which is more than the C&TP default of 10%. Historically the C&TP has allowed engineering costs to exceed 10% of total project costs upon written justification of the exceedance. Upon approval of the \$213,438 requested for the tasks associated with Phases 1 through 3, Trihydro will proceed with written justification to the C&TP for the costs which resulted in the exceedance of 10% of the total project estimate.





Mr. Andrew Frey, P.E.

July 12, 2021

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A Task Order is included as Attachment B for the FCSWDD's review and signature should you find our proposal for Phase 3 acceptable. If you have any questions, or require additional information regarding this proposal, please do not hesitate to contact Travis Evans by email at [tevans@trihydro.com](mailto:tevans@trihydro.com) or calling (307) 745-7474.

Sincerely,  
Trihydro Corporation

Travis Evans, P.E.  
Project Director

Scott Lee, P.E.  
Project Manager

09Y-004-003

Attachments

**ATTACHMENT A**  
**COST ESTIMATE**

ATTACHMENT A. LANDFILL CLOSURE - COST ESTIMATE (TASK ORDER NO. 10-031)  
SHOSHONI LANDFILL, FREMONT COUNTY, WYOMING



Task		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 1</b>	<b>Construction Quality Assurance and Management</b>				
<b>Activities</b>					
- Conduct routine Project management activities and coordinate with FCSWDD and WDEQ/SHWD		Professional Level 10	\$176	53	\$9,328
- Prepare and implement project-specific health and safety plan		Professional Level 8	\$146	238	\$34,748
- Facilitate and document pre-construction meeting		Professional Level 7	\$131	40	\$5,240
- Prepare Notice to Proceed for FCSWDD to issue		Technical Level 5	\$93	568	\$52,824
- Facilitate and document weekly progress meetings		Administrative 2	\$62	16	\$992
- Observe, evaluate, and document construction activities					
- Evaluate and document Contractor submittals (including third-party surveys, lab & field data)					
- Prepare Field Change Orders, Work Change Directives, and Change Orders as necessary					
- Review Change Orders and Pay Applications provided by Contractor and provide recommendations to FCSWDD					
- Conduct final inspections, prepare punch-lists, and document acceptance of construction milestones:					
- Completion of prepared subgrade					
- Completion of geomembrane installation					
- Completion of protective soil layer installation					
- Project completion (including topsoil layer installation)					
<b>Labor</b>					<b>\$103,132</b>
Equipment				0	\$0
Mileage			\$0.560	8,700	\$4,872
Per Diem			\$45	3	\$135
Lodging			\$96	3	\$288
Miscellaneous			\$350	1	\$350
<b>Expenses</b>					<b>\$5,645</b>
Other				0	\$0
<b>Subcontractors</b>					<b>\$0</b>
<b>Task 1 Subtotal</b>					<b>\$108,777</b>
<b>Assumptions</b>					
- Construction Contractor will be responsible for all surveying, field testing, and lab testing costs.					
- Construction will be substantially complete in 17 weeks.					
- COA Engineer will conduct weekly site visits over 17 weeks.					
- COA Technician travel based out of Lander. Two hours travel time and 8 hours onsite per day.					
- Up to five pay applications will be prepared.					
- Part time COA will be performed for a total of 12 days during unclassified fill/subgrade preparation, reclamation, fencing, and project cleanup.					
- Full time COA will be performed over 46 days during passive gas vent installation, liner system installation, and protective cover/topsoil placement.					
- Waste will not be encountered or extensive design modifications to the final cover system will not be required.					

ATTACHMENT A. LANDFILL CLOSURE - COST ESTIMATE (TASK ORDER NO. 10-031)  
SHOSHONI LANDFILL, FREMONT COUNTY, WYOMING



Task		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
Task 2 Closure Certification	Professional Level 10		\$176	6	\$1,056
	Professional Level 8		\$146	40	\$5,840
	Technical Level 5		\$93	36	\$3,348
	Technical Level 3		\$72	24	\$1,728
	Administrative 2		\$62	8	\$496
	Labor				\$12,468
	Equipment			0	\$0
	Mileage		\$0.560	0	\$0
	Per Diem		\$45	0	\$0
	Lodging		\$125	0	\$0
	Miscellaneous		\$150	1	\$150
	Expenses				\$150
	Other			0	\$0
	Subcontractors				\$0
Task 2 Subtotal				\$12,618	

ATTACHMENT A. LANDFILL CLOSURE - COST ESTIMATE (TASK ORDER NO. 10-031)  
SHOSHONI LANDFILL, FREMONT COUNTY, WYOMING



Task	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>PROPOSAL SUMMARY</b>				
<b>Phase 1 - Design and Permitting Services (Original Scope of Work)</b>				
Task 1 Project Management				\$1,920
Task 2 Site Investigation				\$8,920
Task 3 Design				\$6,936
Task 4 Permitting				\$3,948
Task 5 DEQ Review Process				\$3,674
Task 6 Bid Process				\$4,462
<b>Original Scope of Work Subtotal</b>				<b>\$29,860</b>
<b>Phase 1 - Design and Permitting Services (Change Order No. 1)</b>				
Task 7 Expanded Site Investigation - Revision 1				\$9,864
Task 8 Pan Lysimeter Construction - Revision 1				\$32,101
<b>Change Order No. 1 Subtotal</b>				<b>\$41,765</b>
<b>Phase 2 - Bidding Services (Task Order No. 10-029)</b>				
Task 1 Finalize Bid Documents				\$6,072
Task 2 Bid Support Services				\$7,844
Task 3 Finalize Plat Set & Quantities for Construction				\$4,502
<b>Task Order No. 10-029 Subtotal</b>				<b>\$20,418</b>
<b>Phase 3 - Construction Management Services (Task Order No. 10-031)</b>				
Task 1 Construction Quality Assurance and Management				\$108,777
Task 2 Closure Certification				\$12,618
<b>Task Order No. 10-031 Subtotal</b>				<b>\$121,395</b>
<b>PROJECT TOTAL</b>				<b>\$213,438</b>

Abbreviations:

FCSWDD = Fremont County Solid Waste Disposal District

COA = Construction Quality Assurance

CTP = Cease & Transfer Program

FTP = File Transfer Protocol

MSWLF = Municipal Solid Waste Landfill

WDEQ/SHWD = Wyoming Department of Environmental Quality/Solid & Hazardous Waste Division

WDEQ/WQDD = Wyoming Department of Environmental Quality/Water Quality Division

WSWRR = Wyoming Solid Waste Rules and Regulations

Notes:

1. Change Order No. 1 (June 20, 2016) extended completion date to June 30, 2017.
2. Change Order No. 2 (October 14, 2016) extended completion date to December 31, 2017.
3. Change Order No. 3 (November 20, 2017) extended completion date to November 30, 2018.
4. Task Order No. 10-029 initiated Bidding services and extended completion date to June 30, 2021.

**ATTACHMENT B**

**TASK ORDER**



**TRIHYRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-031

Date: July 09, 2021

Job No.: 09Y-004-004

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will provide construction administration and construction quality assurance services for the Shoshoni Landfill Closure project. Work to be performed in accordance with the Cost Proposal letter dated July 12, 2021.

Schedule - Commencement Date: July 19, 2021

Completion Date: January 30, 2022

Trihydro's Project Manager: Scott Lee

Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2021 Standard Schedule of Charges

Other Information: Costs shall be on a time and materials basis not to exceed \$121,395.00 without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

This Task Order is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Electronic signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TRIHYRO CORPORATION**

BY: Kurt Tuggle  
Kurt V. Tuggle

TITLE: President and CEO

**ATTACHMENT A**

**TRIHYDRO 2021 STANDARD SCHEDULE OF CHARGES**



# TRIHEDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2020 - DECEMBER 31, 2021 <sup>2, 3, 4</sup>

<u>PERSONNEL</u>	<u>UNIT RATE<sup>1,7</sup></u>
Senior Principal -----	234.00/hour
Principal -----	212.00/hour
Project Principal -----	191.00/hour
Technical Specialist 4 -----	254.00/hour
Technical Specialist 3 -----	233.00/hour
Technical Specialist 2 -----	216.00/hour
Technical Specialist 1 -----	201.00/hour
Professional Level 12 -----	204.00/hour
Professional Level 11 -----	192.00/hour
Professional Level 10 -----	176.00/hour
Professional Level 9 -----	161.00/hour
Professional Level 8 -----	146.00/hour
Professional Level 7 -----	131.00/hour
Professional Level 6 -----	117.00/hour
Professional Level 5 -----	104.00/hour
Professional Level 4 -----	94.00/hour
Professional Level 3 -----	84.00/hour
Professional Level 2 -----	73.00/hour
Professional Level 1 -----	62.00/hour
Technician Level 8 -----	121.00/hour
Technician Level 7 -----	111.00/hour
Technician Level 6 -----	101.00/hour
Technician Level 5 -----	93.00/hour
Technician Level 4 -----	82.00/hour
Technician Level 3 -----	72.00/hour
Technician Level 2 -----	62.00/hour
Technician Level 1 -----	50.00/hour
Administrative 4 -----	76.00/hour
Administrative 3 -----	72.00/hour
Administrative 2 -----	62.00/hour
Administrative 1 -----	50.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services) -----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem <sup>6</sup> -----	\$45/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle -----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies -----	Cost + 10%
Rental Equipment -----	Cost + 10%
Purchased Equipment -----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc. -----	See Field Charge Sheet
Consumable Field Supplies and PPE -----	See Field Charge Sheet
Company Vehicles (daily) <sup>5</sup> -----	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly) -----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2021.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any International travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 1.5 times the individual's billing level.



July 12, 2021

Mr. Andy Frey, Superintendent  
Fremont County Solid Waste Disposal District  
P.O. Box 1400  
Lander, WY 82520

RE: 2021-2022 Cost Proposal for Environmental Activities and Optional Technical Assistance;  
Dubois, Lander, Sand Draw, and Shoshoni Landfills, Fremont County, Wyoming

Dear Mr. Frey:

Trihydro Corporation appreciates the opportunity to provide this cost proposal to the Fremont County Solid Waste Disposal District (FCSWDD) for 2021-2022 environmental work and technical assistance for the Dubois, Lander, Sand Draw, and Shoshoni Landfills. Project descriptions are provided below.

### **Environmental Activities**

A detailed cost estimate and a description of environmental activities is provided as Attachment A. Work will include routine environmental monitoring and reporting, including activities related to methane, leachate, groundwater, and air. The scope of work for this project includes:

- Task 1: Dubois Landfill, Environmental Monitoring and Reporting
- Task 2: Lander Landfill, Environmental Monitoring and Reporting
- Task 3: Sand Draw Landfill, Environmental Monitoring and Reporting
- Task 4: Shoshoni Landfill, Environmental Monitoring and Reporting
- Task 5: Sand Draw Landfill, Air Reporting
- Task 6: Sand Draw Landfill, Tier 2 Non-methane organic compound (NMOC) Study

Our 2021-2022 cost estimate for routine environmental work, Tasks 1 through 5, is \$90,524. Task 6 is non-routine, and the proposed cost is \$44,000. This task is for a field study at the Sand Draw Landfill to probe the disposal areas and measure NMOC emissions. These data are needed every five years to calculate site-specific emission rates to show that the landfill does not require a landfill gas management system (as would otherwise be required by EPA). A Task Order for the total proposed cost of this project (\$90,524 + \$44,000 = \$134,524) is enclosed for your consideration (Attachment B).

Mr. Andy Frey  
July 12, 2021  
Page 2

## Optional Technical Assistance

As in previous years, we would also like to propose a budget for general technical support. In the event that additional engineering, hydrogeologic, or regulatory support is needed during the coming year, we have proposed a budget of \$24,850. This includes five tasks for the Dubois, Lander, Sand Draw, and Shoshoni Landfills as well as for General Assistance with budgets of \$1,500, \$6,285, \$6,258, \$250, and \$10,530, respectively. Work already anticipated under specific landfill tasks includes preparation of permit amendments to each facility's environmental monitoring plan and a statistical analysis for the Lander Landfill, which will exclude all trace/estimated analytical data.

We recommend keeping this budget item in place so we can respond quickly to any immediate needs. No charges would be applied to this task without prior authorization from FCSWDD. A Task Order for the total proposed cost for technical assistance (\$24,850) is enclosed for your review (Attachment C).

As always, Trihydro will strive to complete the requested activities as efficiently and cost-effectively as possible. If the Task Orders for Environmental Activities and Optional Technical Assistance are acceptable (Attachments B and C), please forward completed documents to the Board Chairperson for signature, make a copy for your records, and return the original to the attention of Autumn Bainer by email ([abainer@trihydro.com](mailto:abainer@trihydro.com)).

If you have any questions or require additional information regarding this proposal and/or contracts, please do not hesitate to contact us at (307) 745-7474.

Sincerely,  
Trihydro Corporation

hate Evans

Travis Evans, P.E.  
Project Director

999-09Y-025 and 999-09Y-026

## Attachments

**ATTACHMENT A**

**DETAILED COST ESTIMATE FOR ENVIRONMENTAL ACTIVITIES**

202107\_A\_FCSWDDEnvMonCost2022\_COST\_ATT-A.xls/m



ATTACHMENT A, FY 2022 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING

Activity	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 2 Lander Landfill, Environmental Monitoring and Reporting</b>				
<b>Activities</b>				
- Project management and coordination with the District, Laboratory, and WDEQ/SHWD	Professional Level 10	\$176	6	\$1,056
- Update and implement site-specific health & safety activities	Professional Level 8	\$146	18	\$2,628
- Perform semiannual groundwater monitoring activities, including:	Professional Level 7	\$131	41	\$5,371
- Gauge static water levels 19 wells	Professional Level 4	\$94	18	\$1,692
- Purge wells and monitor pH, temperature, and conductivity	Technical Level 5	\$93	48	\$4,464
- Collect groundwater samples from up to 11 wells and 1 collection tank; ship to laboratory	Technical Level 4	\$82	4	\$328
- Routine methane monitoring	Administrative 2	\$62	4	\$248
- Provide laboratory analysis for WSWRR Chapter 2, Appendix A, B, and/or C; BOD, TSS, fecal coliforms	<b>Labor</b>			
- Prepare letter style report, including:	Equipment	\$306	4	\$1,223
- Narrative of field, laboratory, Tier I, II data validation	Travel	\$86	2	\$172
- Narrative of observations, conclusions, and recommendations	Per Diem			\$0
- Tables of current field data and significant statistical analysis results	Miscellaneous	\$25	2	\$50
- Figures of site location, site, potentiometric surface, and historical static water level data	<b>Expenses</b>			
- Attachments of field forms, lab report, data validation, statistical reports, and EDD				<b>\$1,445</b>
<b>Assumptions:</b>				
- Purge water may be discharged on-site near wells	Laboratory	\$11,579	1.1	\$12,737
- Laboratory costs will be billed through Trihydro	<b>Subcontractors</b>			
- Provide one trip blank VOCs only				<b>\$12,737</b>
<b>Task 2 Subtotal</b>				<b>\$29,969</b>



Task 3 Sand Draw Landfill, Environmental Monitoring and Reporting		Activity	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
		Activities				
		- Project management and coordination with the District, Laboratory, and WDEQ/SHWD	Professional Level 10	\$176	6	\$1,056
		- Update and implement site-specific health & safety activities	Professional Level 8	\$146	18	\$2,828
		- Perform semiannual groundwater monitoring activities, including:	Professional Level 7	\$131	41	\$5,371
		- Gauge static water levels 25 wells	Professional Level 4	\$94	18	\$1,692
		- Purge wells and monitor pH, temperature, and conductivity	Technical Level 5	\$93	34	\$3,162
		- Collect groundwater samples from up to 8 wells and ship to laboratory	Technical Level 4	\$82	4	\$328
		- Routine methane monitoring	Administrative 2	\$62	4	\$248
		- Provide laboratory analysis for WSWRR Chapter 2, Appendix A & C or B & C parameters				
		- Prepare letter style report, including:	<b>Labor</b>			<b>\$14,485</b>
		- Narrative of field, laboratory, Tier I, II data validation	Equipment	\$306	4	\$1,223
		- Narrative of observations, conclusions, and recommendations	Travel	\$86	2	\$172
		- Tables of current field data and significant statistical analysis results	Per Diem			\$0
		- Figures of site location, site, potentiometric surface, and historical static water level data	Miscellaneous	\$25	2	\$50
		- Attachments of field forms, lab report, data validation, statistical reports, and EDD	<b>Expenses</b>			<b>\$1,445</b>
		Assumptions:				
		- Purge water may be discharged on-site near wells	Laboratory	\$8,438	1.1	\$9,282
		- Laboratory costs will be billed through Trihydro	<b>Subcontractors</b>			<b>\$9,282</b>
		- Provide one trip blank VOCs only	<b>Activity Task 3 Subtotal</b>			<b>\$26,212</b>

ATTACHMENT A, FY 2022 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 4 Shoshoni Landfill, Environmental Monitoring and Reporting</b>				
<b>Activities</b> - Project management and coordination with the District, Laboratory, and WDEQ/SHWD - Update and implement site-specific health & safety activities - Perform semiannual groundwater monitoring activities, including: - Gauge static water levels 6 wells - Purge wells and monitor pH, temperature, and conductivity - Collect groundwater samples from up to four wells and ship to laboratory - Provide laboratory analysis for WSWRR Chapter 2, Appendix A & C parameters - Prepare letter style report, including: - Narrative of field laboratory, Tier I, II data validation - Narrative of observations, conclusions, and recommendations - Tables of current field data and significant statistical analysis results - Figures of site location, site, potentiometric surface, and historical static water level data - Attachments of field forms, lab report, data validation, statistical reports, and EDD <b>Assumptions:</b> - Purge water may be discharged on-site near wells - Laboratory costs will be billed through Trihydro - New well will require semi-annual sampling only	Professional Level 10 Professional Level 8 Professional Level 7 Professional Level 4 Technical Level 5 Technical Level 4 Administrative 2	\$176 \$146 \$131 \$94 \$93 \$82 \$62	4 18 32 16 13 4 4	\$704 \$2,628 \$4,192 \$1,504 \$1,209 \$328 \$248
<b>Labor</b>				<b>\$10,813</b>
Equipment		\$306	2	\$612
Travel		\$86	2	\$172
Per Diem				\$0
Miscellaneous		\$25	2	\$50
<b>Expenses</b>				<b>\$834</b>
Laboratory		\$3,431	1.1	\$3,774
<b>Subcontractors</b>				<b>\$3,774</b>
<b>Task 4 Subtotal</b>				<b>\$15,421</b>



ATTACHMENT A, FY 2022 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
Task 5 Sand Draw Landfill, Air Reporting		Professional Level 10	\$176	28	\$4,928
Activities		Labor			\$4,928
-Provide technical assistance and reporting services for Title V permit		Equipment	\$0	0	\$0
		Travel	\$0	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	\$0	0	\$0
		Expenses			\$0
		Laboratory	\$0	1.1	\$0
		Subcontractors			\$0
		Activity Task 5 Subtotal			\$4,928



Task 6 Sand Draw Landfill, Tier 2 NMOC Study	Activity	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Activities</b> - Project management and coordination with FCSWDD, Vista GeoScience, and WDEQ/EPA - Oversees work for installation of probes for soil vapor sampling, to include - Sample location identification by hand-held GPS - A track-mounted Geoprobe rig will be used to install the probes to a conservative depth of approximately 10 feet - Soil vapor samples will be collected via 50 temporary soil vapor probes distributed across the landfill based on the regulatory-required sample density and the size of the landfill - 17 gas samples will be composited from the 50 probes and submitted for analysis by Method 25C/3C - Probes will be abandoned by filling with hydrated bentonite immediately after sample collection - Prepare a report with non-methane organic compound (NMOC) sampling and analysis results, to include: - Introduction - Tier 2 calculations using LandGEM model - Summary of field activities and laboratory activities - Site map and sampling locations - Field and laboratory documentation - Submit report to District for review and then to WDEQ/EPA, as appropriate - Submit Tier 2 NMOC Report to supplement Title V permit application - Respond to WDEQ/AQD comments on Tier 2 Report		Technical Specialist 1	\$201	3	\$603
		Professional Level 10	\$176	10	\$1,760
		Professional Level 7	\$131	15	\$1,965
		Professional Level 4	\$94	10	\$940
		Technical Level 5	\$93	34	\$3,162
		Technical Level 4	\$82	3	\$246
		Administrative 2	\$62	2	\$124
		<b>Labor</b>			<b>\$8,600</b>
		Equipment	\$0	0	\$0
		Travel	\$0	0	\$0
		Per Diem	\$0	0	\$0
		Miscellaneous	\$0	0	\$0
		<b>Expenses</b>			<b>\$0</b>
		Vista GeoScience	\$32,000	1.1	\$35,200
<b>Task 6 Subtotal</b>					<b>\$35,200</b>

<b>Task 1</b>	Dubois Landfill, Environmental Monitoring and Reporting	<b>TOTAL</b>
		14,994
<b>Task 2</b>	Lander Landfill, Environmental Monitoring and Reporting	29,969
<b>Task 3</b>	Sand Draw Landfill, Environmental Monitoring and Reporting	25,212
<b>Task 4</b>	Shoshoni Landfill, Environmental Monitoring and Reporting	15,421
<b>Task 5</b>	Sand Draw Landfill, Air Reporting	4,928
<b>Task 6</b>	Sand Draw Landfill, Tier 2 NMOC Study	44,000
<b>GRAND TOTAL</b>		<b>134,524</b>

Abbreviations:  
 BOD = Biological oxygen demand  
 EDD = Electronic Data Deliverable (WDEQ/SHWD format)  
 EPA = Environmental Protection Agency  
 NMOC = Non-methane organic compound  
 SHWD = Solid and Hazardous Waste Division  
 TSS = Total suspended solids  
 WDEQ = Wyoming Department of Environmental Quality  
 WSWRR = Wyoming Solid Waste Rules and Regulations  
 Note:  
 1. In the event commercial carriers are unable to transport groundwater samples safely and within holding times, resampling may be required, but is not included in this cost estimate.

**ATTACHMENT B**  
**TASK ORDER FOR ENVIRONMENTAL ACTIVITIES**



**TRIHYRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-030

Date: July 08, 2021

Job No.: 09Y-008-007

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will perform a series of environmental activities for the Dubois, Lander, Sand Draw, and Shoshoni Landfills to include 1) routine environmental monitoring and reporting for all landfills, 2) Title V air reporting and support for the Sand Draw Landfill and 3) a Tier 2 field study at the Sand Draw Landfill to determine site-specific non methane organic compound emissions. Work will be performed in the District's Fiscal Year 2021-2022.

Schedule - Commencement Date: July 01, 2021  
Completion Date: June 30, 2022

Trihydro's Project Manager: Caroline Brewer  
Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2021 Standard Schedule of Charges

Other Information: Costs shall be on a time and materials basis not to exceed \$134,524.00 without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

This Task Order is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Electronic signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TRIHYRO CORPORATION**

BY: Kurt Tuggle  
Kurt V. Tuggle

TITLE: President and CEO

**ATTACHMENT A**  
**TRIHYDRO 2021 STANDARD SCHEDULE OF CHARGES**

# TRIHEDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2020 - DECEMBER 31, 2021 <sup>2, 3, 4</sup>

<u>PERSONNEL</u>	<u>UNIT RATE<sup>1, 7</sup></u>
Senior Principal -----	234.00/hour
Principal -----	212.00/hour
Project Principal -----	191.00/hour
Technical Specialist 4 -----	254.00/hour
Technical Specialist 3 -----	233.00/hour
Technical Specialist 2 -----	216.00/hour
Technical Specialist 1 -----	201.00/hour
Professional Level 12 -----	204.00/hour
Professional Level 11 -----	192.00/hour
Professional Level 10 -----	176.00/hour
Professional Level 9 -----	161.00/hour
Professional Level 8 -----	146.00/hour
Professional Level 7 -----	131.00/hour
Professional Level 6 -----	117.00/hour
Professional Level 5 -----	104.00/hour
Professional Level 4 -----	94.00/hour
Professional Level 3 -----	84.00/hour
Professional Level 2 -----	73.00/hour
Professional Level 1 -----	62.00/hour
Technician Level 8 -----	121.00/hour
Technician Level 7 -----	111.00/hour
Technician Level 6 -----	101.00/hour
Technician Level 5 -----	93.00/hour
Technician Level 4 -----	82.00/hour
Technician Level 3 -----	72.00/hour
Technician Level 2 -----	62.00/hour
Technician Level 1 -----	50.00/hour
Administrative 4 -----	76.00/hour
Administrative 3 -----	72.00/hour
Administrative 2 -----	62.00/hour
Administrative 1 -----	50.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services) -----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem <sup>6</sup> -----	\$45/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle -----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies -----	Cost + 10%
Rental Equipment -----	Cost + 10%
Purchased Equipment -----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc. -----	See Field Charge Sheet
Consumable Field Supplies and PPE -----	See Field Charge Sheet
Company Vehicles (daily) <sup>5</sup> -----	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly) -----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2021.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any International travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 1.5 times the individual's billing level.

**ATTACHMENT C**

**TASK ORDER FOR OPTIONAL TECHNICAL ASSISTANCE**



**TRIHYRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-029

Date: July 08, 2021

Job No.: 09Y-005-008

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will provide monthly board reports and technical assistance activities (e.g., surveying, engineering, environmental, and regulatory) on an as-requested basis for the Dubois, Lander, Sand Draw, and Shoshoni Landfills. Work will be performed during the District's Fiscal Year 2021-2022.

Schedule - Commencement Date: July 01, 2021

Completion Date: June 30, 2022

Trihydro's Project Manager: Scott Lee

Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2021 Standard Schedule of Charges

Other Information: Costs shall be on a time and materials basis not to exceed \$24,850.00, without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

This Task Order is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Electronic signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TRIHYRO CORPORATION**

BY: Kurt Tuggle  
Kurt V. Tuggle

TITLE: President and CEO



**ATTACHMENT A**  
**TRIHYDRO 2021 STANDARD SCHEDULE OF CHARGES**

# TRIHEDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2020 - DECEMBER 31, 2021 <sup>2, 3, 4</sup>

<u>PERSONNEL</u>	<u>UNIT RATE<sup>1,7</sup></u>
Senior Principal -----	234.00/hour
Principal -----	212.00/hour
Project Principal -----	191.00/hour
Technical Specialist 4 -----	254.00/hour
Technical Specialist 3 -----	233.00/hour
Technical Specialist 2 -----	216.00/hour
Technical Specialist 1 -----	201.00/hour
Professional Level 12 -----	204.00/hour
Professional Level 11 -----	192.00/hour
Professional Level 10 -----	176.00/hour
Professional Level 9 -----	161.00/hour
Professional Level 8 -----	146.00/hour
Professional Level 7 -----	131.00/hour
Professional Level 6 -----	117.00/hour
Professional Level 5 -----	104.00/hour
Professional Level 4 -----	94.00/hour
Professional Level 3 -----	84.00/hour
Professional Level 2 -----	73.00/hour
Professional Level 1 -----	62.00/hour
Technician Level 8 -----	121.00/hour
Technician Level 7 -----	111.00/hour
Technician Level 6 -----	101.00/hour
Technician Level 5 -----	93.00/hour
Technician Level 4 -----	82.00/hour
Technician Level 3 -----	72.00/hour
Technician Level 2 -----	62.00/hour
Technician Level 1 -----	50.00/hour
Administrative 4 -----	76.00/hour
Administrative 3 -----	72.00/hour
Administrative 2 -----	62.00/hour
Administrative 1 -----	50.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services) -----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem <sup>6</sup> -----	\$45/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle -----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies -----	Cost + 10%
Rental Equipment -----	Cost + 10%
Purchased Equipment -----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc. -----	See Field Charge Sheet
Consumable Field Supplies and PPE -----	See Field Charge Sheet
Company Vehicles (daily) <sup>5</sup> -----	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly) -----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2021.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any International travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 1.5 times the individual's billing level.

AMENDMENT NO 7  
To  
AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION

Between  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri  
And  
FREMONT COUNTY, WYOMING  
Lander, Wyoming

This Contract Amendment is made by and between Burns & McDonnell Engineering Company, Inc. (hereinafter CONTRACTOR), and Fremont County, Wyoming (hereinafter CLIENT) this 6<sup>th</sup> day of July 2021.

Whereas, it is the mutual desire of the parties hereto to amend the Master Services Agreement for Professional Consulting Services entered into on May 20, 2014 (hereinafter called the Existing Agreement). The Existing Agreement shall be amended as follows:

- The attached CONTRACTOR's Hourly Professional Services Billing Rates shall replace Attachment "B-1" of the Existing Agreement and all other Hourly Professional Services Billing Rates included as part of previous amendments to the Existing Agreement.
- The "Contract Time" provision shall be modified as follows:

Contract Time. The contract to be performed under this Existing Agreement shall be substantially completed by the following date: **June 30, 2022.**

This Amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

AUTHORIZATION BY:  
FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:  
BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: Spencer Cronin, Regional Manager, Environmental Services

Date  \_\_\_\_\_

## Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$74.00
Technician*	6	\$84.00
Assistant*	7	\$95.00
	8	\$134.00
	9	\$148.00
Staff*	10	\$165.00
	11	\$179.00
Senior	12	\$197.00
	13	\$216.00
Associate	14	\$229.00
	15	\$244.00

### 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 June 30, 2022 and are subject to revision thereafter. Annual rate increases will be limited to a maximum of 4%.

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 33  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2021-2022. They are the same Basic Services that were provided in previous capacity audit authorizations.

**1.1 Professional Services**

**1.1.1 Capacity Audits**

***Topographical Survey***

The CONTRACTOR shall complete a topographical survey during the first two weeks of July at the District landfill facilities, which includes:

- Dubois Landfill
- Lander Landfill
- Sand Draw Landfill

The topographical survey shall be at a level of detail to produce 1-foot contours for the Permitted Waste Areas. All permanent infrastructure shall be located as part of the survey, including, culverts, power poles, buildings, monitoring wells, road edges, trees, fence lines, and gates.

The landfill facilities have the following acreages:

Landfill	Property Acreage	Permitted Waste Area
Dubois	40 Acres	7 Acres
Lander	216 Acres	39 Acres
Sand Draw	217 Acres	80 Acres

***Volume Analysis And Airspace Utilization Calculation***

The CONTRACTOR shall complete volume analysis for the four landfills, as well as several stockpiles located on the properties. Airspace utilization calculations shall also be completed for the landfills.

**1.1.2 Landfill Analysis**

Topographical surveys are completed at Dubois, Lander, and Sand Draw annually in July of each year. CONTRACTOR shall compute volume of waste placed at Dubois, Lander, and Sand Draw Landfills using the previous year surveys and the new topographical survey completed in Part 1 above. Volume

calculation shall be completed using computer aided design program. CONTRACTOR shall calculate the airspace utilization for the landfill by dividing the waste tonnage placed in the landfill during the period between surveys by the calculated volume.

#### ***Remaining Landfill Life Projections***

The CONTRACTOR shall calculate the remaining landfill life by using final cover contours provided by the CLIENT. The final cover contours shall be used to calculate the remaining site volume. The remaining landfill life shall be calculated by using the remaining landfill volume, calculated air space utilization, and growth rate projection provided by the CLIENT.

#### ***Soil Balance Analysis***

The CONTRACTOR shall complete a soil balance analysis that determines long term soil needs for the site. The soil balance will be based on future soil needs for daily cover, intermediate cover, and final cover. The soil balance shall take into account soil volumes within stockpiles and permitted borrow areas.

Operational discussions between the CONTRACTOR and the CLIENT shall be utilized to determine appropriate soil ratio used for daily cover at individual sites, as well as the future landfill cap design. This information shall be used with the remaining volume calculation that was determined in Task 2.0 to determine the needed remaining soil needs for the landfill.

#### ***Closure And Post-Closure Cost Estimate Updates***

The CONTRACTOR shall complete a closure and post-closure cost estimate for the three landfills. The cost estimate shall provide a cost for closure and post-closure cost estimate for the three landfills based on the current stage of each respective site, and on each respective site reaching maximum capacity.

#### **1.1.3 Deliverables**

CONTRACTOR shall submit the following deliverables to the Client:

- Technical Memorandum summarizing calculations shall be completed. Memorandum should include tables summarizing Annual Volume Consumed, Remaining Volume, Airspace Utilization, Remaining Landfill Life, and any assumptions made in the process.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2021 and complete the services by June 30, 2022.

#### **1.2 Construction Work: NONE**

#### **2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

#### **3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is twenty-nine thousand two hundred dollars (\$29,200) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:


FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By  \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/21/2021

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 34  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2021-2022. They are the same Basic Services that were provided in previous technical engineering assistance authorizations.

**1.1 Professional Services:**

**1.1.1 Technical Engineering Assistance: District Site/Operational Guidance & Board Reports**

The CONTRACTOR shall provide operational guidance and on-call engineering services for the CLIENT's facilities as requested by the solid waste superintendent. The CONTRACTOR is expected to be familiar with the CLIENT's varying operations and permitting requirements. The CONTRACTOR will also provide a written Board Report for each regularly scheduled Board meeting (which is approximately one per month), updating the Board on all current activities. For purposes of establishing a budget for this task, Burns & McDonnell has assumed 90 hours of professional time will be needed to complete the board reports and requested guidance and on-call engineering.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2021. The services shall be completed by June 30, 2022.

**1.2 Construction Work: NONE**

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**



#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is twenty-thousand dollars (\$20,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By  \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/21/21

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO 35  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2021-2022. They are the same Basic Services that were provided in previous CIP model review and update authorizations.

**1.1 Professional Services**

**1.1.1 CIP Model Review And Update**

The CONTRACTOR shall meet with the CLIENT as needed to understand the previous, current, and future year capital expenses and revenues. The CONTRACTOR shall also meet with the CLIENT to review and update the capital improvement project model and evaluate the rate schedule. Rate adjustment alternatives will also be developed by the CONTRACTOR and recommended to the CLIENT if deemed necessary.

The results of the CIP and Rates Review shall be summarized and presented to the CLIENT at a regularly scheduled board meeting by the CONTRACTOR. The presentations shall include a summary of the financial situation of the CLIENT, as well as answer any further District questions. For purposes of establishing a budget for this task, CONTRACTOR has assumed 80 hours of professional time, and one trip to Lander, WY, will be needed to complete the CIP model review and update work.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2021 and complete the services by June 30, 2022.

**1.2 Construction Work: NONE**

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is fifteen thousand dollars (\$15,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:


FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By  \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/21/21

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 36  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

CONTRACTOR shall provide surveying services in accordance with the following assumptions and lump sum prices included on the attached Surveying and Staking Fee Structure Request sheet.

**Assumptions:**

1. CLIENT's Subcontractor, Fremont Engineering & Surveying, Inc., will complete the surveying services.
2. CONTRACTOR shall complete field work within five business days of the CLIENT's notice to proceed unless otherwise mutually agreed upon. Additionally, CONTRACTOR shall complete office/mapping work within 10 business days of completing the surveying field work unless otherwise agreed upon.
3. For staking requests, the CLIENT will provide an electronic pdf showing the desired locations of the staking. The pdf will be sent to the surveyor at the time of the notice to proceed.
4. CONTRACTOR shall provide AutoCAD files with the surface and point information included to the CLIENT as part of their surveying deliverable. CONTRACTOR shall also provide pdf files to the Superintendent presenting the surveying drawing and results. PDF drawings shall be easily printable in an 11x17 paper format.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2021 and complete the services by June 30, 2022.

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is twelve thousand dollars (\$12,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By  \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/21/21

Fremont County Solid Waste Disposal District  
**Surveying and Staking Fee Structure Request**  
June 16, 2021

**Work Schedule and Timing:** For all services described below, surveyor shall complete field work within five business days of the notice to proceed unless otherwise mutually agreed upon. Additionally, surveyor shall complete office/mapping work within 10 business days of completing the surveying field work unless agreed upon.

**Bidding Notes:**

- Bid prices shall include all labor, equipment, mileage, overhead, markup, and other expenses necessary to complete the field and office work necessary to complete these tasks
- Assume that each bid item will be completed individually (i.e. do not assume that multiple bid items will be completed on the same trip to the landfill).
- For staking requests, the District Superintendent will provide an electronic pdf showing the desired locations of the staking. The pdf will be sent to the surveyor at the time of the notice to proceed.
- Surveyor shall provide AutoCAD files with the surface and point information included to the Superintendent as part of their surveying deliverable to the District. Surveyor shall also provide pdf files to the Superintendent presenting the surveying drawing and results. PDF drawings shall be easily printable in an 11x17 paper format.

**1. Lander Landfill**

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. **\$ 1,406**
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:
  - ➔ Area of five acres or less, **\$ 844**
  - ➔ Area of greater than five acres but less than ten acres, **\$ 1,069**
  - ➔ Area of greater than ten acres but less than 20 acres, **\$ 1,181**
  - ➔ Area of greater than 20 acres but less than 30 acres, and **\$ 1,181**
  - ➔ Area of greater than 30 acres but less than 40 acres. **\$ 1,294**
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
  - ➔ 50 points or less, **\$ 788**
  - ➔ 51-75 points, **\$ 1,181**
  - ➔ 76-125 points, and **\$ 1,743**
  - ➔ 126-200 points. **\$ 2,530**

**2. Sand Draw Landfill**

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. **\$1,518**
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:

- Area of five acres or less, **\$ 956**
  - Area of greater than five acres but less than ten acres, **\$ 1,181**
  - Area of greater than ten acres but less than 20 acres, **\$ 1,294**
  - Area of greater than 20 acres but less than 30 acres, and **\$ 1,294**
  - Area of greater than 30 acres but less than 40 acres. **\$ 1,406**
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
- 50 points or less, **\$ 900**
  - 51-75 points, **\$ 1,294**
  - 76-125 points, and **\$ 1,856**
  - 126-200 points. **\$ 2,643**

### 3. Dubois Landfill

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. **\$ 1,687**
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:
- Area of five acres or less, **\$ 1,125**
  - Area of greater than five acres but less than ten acres, **\$ 1,350**
  - Area of greater than ten acres but less than 20 acres, **\$ 1,462**
  - Area of greater than 20 acres but less than 30 acres, and **\$ 1,462**
  - Area of greater than 30 acres but less than 40 acres. **\$ 1,575**
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
- 50 points or less, **\$ 1,069**
  - 51-75 points, **\$ 1,462**
  - 76-125 points, and **\$ 2,024**
  - 126-200 points. **\$ 2,811**

### 4. Shoshoni Landfill

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. **\$ 1,631**
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:
- Area of five acres or less, **\$ 1,069**
  - Area of greater than five acres but less than ten acres, **\$ 1,294**
  - Area of greater than ten acres but less than 20 acres, **\$ 1,406**
  - Area of greater than 20 acres but less than 30 acres, and **\$ 1,406**
  - Area of greater than 30 acres but less than 40 acres. **\$ 1,518**
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
- 50 points or less, **\$ 1,013**

➔ 51-75 points,	<b>\$ 1,406</b>
➔ 76-125 points, and	<b>\$ 1,968</b>
➔ 126-200 points.	<b>\$ 2,755</b>