ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMC-OC18-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering, Inc.)

1. SCOPE OF SERVICES

Assist the City with application for a discharge specific variance as described in Option 2 of the "City of Joplin Proposed Options for Compliance with Effluent Limits in Turkey Creek Permit" document dated July 30, 2018 from Michael Abbott, Chief of the Operating Permit Section for the Missouri Department of Natural Resources (MDNR). The City of Joplin will apply for variance as described under "Factor 3. Human caused conditions or sources of pollution prevent the attainment of the use and cannot be remedied or would cause more environmental damage to correct than to leave in place."

Engineer will endeavor to address the following in cooperation with the City of Joplin to apply for variance:

a. Are the sources of pollution preventing the attainment of use human caused? Engineer will assess human caused sources of zinc for MDNR.
b. How is use attainment prevented during the time period of the variance? Engineer will document how use attainment is prevented for MDNR.
c. Can the human caused condition be remedied during the term of the variance? Engineer will evaluate remediation options for MDNR.

Summarize findings in a report for the City of Joplin. Up to two (2) meetings with MDNR in Jefferson City and up to four (4) telephone conference calls are included in the scope of services.

Engineer along with subconsultant, LimnoTech, shall provide the City of Joplin, Missouri with the scope of services on a time and materials basis.

2. TERMS

2.1. Schedule: The services of the Engineer shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed in the light of the purposes of the authorization, however, given the nature of NPDES permit negotiations a firm timeline for completion is not included herein. Schedule may vary based up on Missouri Department of Natural Resources feedback, Clean Water Commission feedback, and final agreed upon discharge specific variance.

2.2. Engineer will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the City. Discharge specific variance may not be complete within the compensation amount; the Engineer will apprise the City of the budgetary status on a monthly basis and when the billed amount has reached eighty percent (80%) of the not to exceed amount.

2.3. In view of the uncertainty involved in environmental concerns, hazardous materials, toxic substances, and similar substances known or suspected to adversely affect the health and safety of humans, animals, or plant organisms, or which are known or suspected to impair the environment ("Hazardous Substances"), City agrees that for claims involving or related to any Hazardous Substances, City agrees to waive, release, and otherwise defend, indemnify, and hold harmless Engineer and Engineer's subcontractors, and their respective officers, directors, employees, agents, and any of them from liability, claims, demands, damages, losses, fines, penalties, and expenses including, without limitation, claims of City, organizations, agencies (public or private), or other third-parties, arising out of or relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain Hazardous Substances. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant (whether sudden or not). This provision shall also extend to claims or allegations that Engineer or its subcontractors are a "Potential Responsible Party" or to environmental impact claims and associated liabilities, including, without limitation, damages assessed Engineer and any finding of strict liability or joint and several liability.

3. PAYMENT

3.1. Payment to Engineer shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of Thirty Nine Thousand Five Hundred Dollars ($39,500), as set forth in Work Authorization Number BMC-OC18-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b.