

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT

April 28, 2009

Project Name & Number: Landfill Gas Collection System Design
LF09-1795

CIP #: 50762

Project Description: Provide design and bidding services for a landfill gas collection system at the Rapid City Landfill.

Consultant: Wenck Associates, Inc.

Original Contract Amount: \$79,941.00

Original Contract Date: May 5, 2009

Original Completion Date: January 26, 2010

Amendment Number:


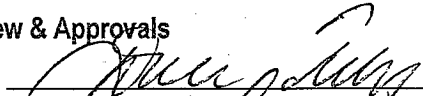
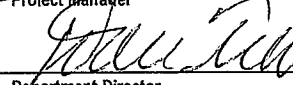
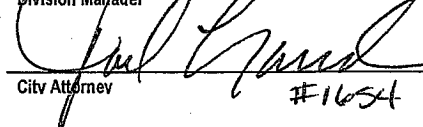
Amendment Description:

Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: _____ **\$0.00** **New Completion Date:** _____

Funding Source This Request:

Amount	Dept	Line Item	Comments
\$79,941.00	7102	4223	Solid Waste Enterprise Fund 615/7102/4223
\$79,941.00	Total		

Agreement Review & Approvals

 _____ Project Manager	4/20/09 _____ Date	 _____ Division Manager	4-20-09 _____ Date
 _____ Department Director	4-20-09 _____ Date	 _____ City Attorney #1654	4-20-09 _____ Date

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
4/20/09	[Signature]	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N
Appropriation		
Cash Flow		

CONSULTING AGREEMENT

By and Between

CITY OF RAPID CITY
300 Sixth Street
Rapid City, South Dakota 57701

and

WENCK ASSOCIATES, INC.
1800 Pioneer Creek Center
P.O. Box 249
Maple Plain, Minnesota 55359-0249

For
City of Rapid City
Design of Active Gas Collection System
Rapid City Landfill
Project No. LF09-1795

This Agreement entered into this 5 day of May, 2009 by and between **City of Rapid City** (hereinafter the **Client**) and **WENCK ASSOCIATES, INC.** (hereinafter the **Consultant**) to provide certain professional engineering services as set forth below.

I. Work to be Performed

The **Consultant** shall furnish professional engineering services as directed by the **Client**. The **Consultant** will provide experienced staff to perform the services in a competent and professional manner. The services will include the work described in Exhibit I. At the **Client's** request the **Consultant** shall furnish periodic cost estimates to the **Client** for services to be performed.

II. Compensation

In full consideration for services under this Agreement, the **Consultant** shall be compensated for services on a per task basis, not to exceed the amount stated in Exhibit I.

Additional work approved by the **Client**, outside of the scope of services described in Exhibit I, will be billed at hourly rates as shown in Exhibit II. No work outside of Exhibit I, will be done unless approved by the **Client**.

The **Consultant** shall bill **Client** on a monthly basis and shall provide any reports, invoices and records which may reasonably be required. All invoices shall be submitted to the **Client's** representative for payment. **Client** shall make payment on the basis of properly itemized and documented invoices within 45 days after receipt of the invoice.

III. Independent Contractor

In rendering services hereunder, the **Consultant** shall be an Independent Contractor and no employer/employee relationship shall arise out of or result from rendering such services.

IV. Personnel

The **Consultant** represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. It is agreed that other consultants and contractors that may be required to fully carry out the work will be retained directly by the **Client**.

All of the Services required hereunder will be performed by The **Consultant** and all personnel engaged in the work shall be fully qualified and shall be authorized and permitted under South Dakota and local laws to perform such Services.

V. Responsibilities

The **Consultant** shall be and remain liable in accordance with applicable law for damages to the **Client** caused by The **Consultant's** negligent performance of Services furnished under this Agreement except for errors, omissions, or other deficiencies to the extent attributable to **Client**, or any third party. The **Consultant** shall not be responsible for any time delays in the project caused by circumstances beyond the **Consultant's** control.

VI. Changes

The **Client** may, at any time by written order, make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in cost of, or time required for, performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the **Consultant** for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the **Consultant** of the notification of change unless the **Client** grants a further period of time before the date of final payment under this Agreement.

VII. Assignability

The **Consultant** shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the **Client** hereto.

VIII. Confidentiality

Any reports, information, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the **Consultant** under this Agreement shall not be made available to any individual or organization by the **Consultant** to the extent allowed by law without prior written consent of the **Client** hereto. All reports and other communications from the **Consultant** concerning the work to be performed shall be directed to the **Client**.

IX. Insurance

The **Consultant** specifically obligates themselves to the **Client** in the following respects, to wit:

The **Consultant** shall defend, indemnify and hold harmless the **Client**, their officers, agents and employees, from suits, actions, proceedings, claims or liability including, but not limited to, death or personal injury of persons, property damage, and expenses including reasonable attorney's fees, costs and other fees, incidental to the defense of such suits, actions, proceedings or claims, based upon or alleged to be based upon, the error, omission, or

negligent act by the **Consultant**, its officers, agents or employees and arising out of, occurring in connection with, resulting from, or caused by the performance, or failure of performance, or the work or Services under this Agreement.

Client will indemnify, defend and hold the **Consultant** harmless from any and all loss, damages, costs, penalties, claims, liabilities, and expenses including reasonable investigation and legal expenses arising out of any claim or loss or damage of any nature whatsoever from or in any way related to **Consultant** services to **Client** under this Agreement based upon or alleged to be based upon the error, omission, or negligent act of **Client**, its officers, agents or employees, excepting any acts or omissions arising out of the negligent performance of any services provided by the **Consultant**, its officers, agents, or employees.

The **Consultant** further specifically agrees that it is an independent Contractor and an employing unit subject as an employer, to applicable Unemployment Compensation Statutes, so as to relieve the **Client** of responsibility of liability for treating the **Consultant's** employees as employees of the **Client** for the purpose of keeping records, making reports and payment of Unemployment Compensation taxes or contributions; and the **Consultant** agrees to indemnify and hold the **Client** harmless and reimburse them for expense or liability incurred under said Statutes in connection with employees of the **Consultant**, including a sum equal to benefits paid to those who were the **Consultant's** employees, where such benefit payments are charged to the **Client** under any Merit Plan or its individual Reserve Account pursuant to any State Unemployment Compensation Statute.

The **Consultant** shall also provide and maintain in full force and effect during the time of this Agreement, insurance covering the operation of automobiles, trucks and other vehicles of the company satisfactory to the **Client**, protecting the **Consultant** and the **Client** against liability from damages because of injuries, including death, suffered by a person or persons other than employees of the **Consultant**, and liability or damages to property, arising from or growing out of the **Consultant's** operations in connection with the performance of this Agreement.

Automobile Liability Insurance shall be in the sum of not less than \$1,000,000 for Combined Single Limit for Bodily Injury and Property Damage. General Liability Insurance shall be in the sum of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property damage.

Such Insurance policies shall have the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the services under this agreement.

A signed Certificate of Insurance satisfactory to the **Client** of compliance with the requirements of this section shall be furnished to the **Client** under this Agreement. Such Certificate of Insurance shall provide for ten (10) days written notice to the **Client** prior to the cancellation or modification of any insurance referred to therein. The **Client** failure to obtain from the **Consultant** a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements.

X. Representatives

Mr. Rod Ambrosie will be the representative for the **Consultant** for the purpose of this Agreement. **Mr. Dan Coon** will be the **Client's** representative for the purposes of this Agreement.

XI. Termination

This Agreement shall be effective from May 5, 2009 and shall terminate upon completion of the **Consultant** work hereunder unless sooner terminated by either party by giving sixty days notice of termination in writing to the other party.

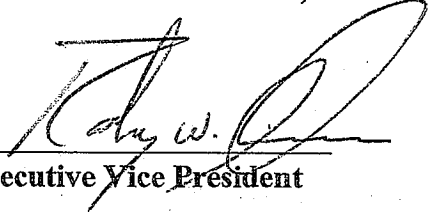
IN WITNESS WHEREOF, the **Client** and **Consultant** have executed this Agreement as of _____, 2009.

Approved as to form and execution this ____ day of _____, 2009.

CITY OF RAPID CITY

WENCK ASSOCIATES, INC.

Mayor



Executive Vice President

City Finance Officer

EXHIBIT I

Scope of Services Design of an Active Landfill Gas Collection System Rapid City Landfill Project No. LF09-1795

In December 2008 the Tier II non-methane organic compounds (NMOC) sampling and evaluation report determined that the Rapid City Landfill exceeded the allowable gas emissions threshold of 55 tons/year (50 Mg NMOC/year). Therefore, the Rapid City Landfill is required to design and install an active gas collection system. This scope of services is for the design and bidding assistance of an active gas collection system for the Rapid City Landfill.

The scope of services for the project will be as follows:

Task 1: Meetings

- An initial site meeting will be held at the Rapid City Landfill to kickoff the project and to discuss the system components, general layout and existing electrical supply.
- Telephone Conference at 35% completion to discuss submitted information
- On-site meeting at 65% completion to discuss submitted information
- On-site meeting at 95% completion to discuss submitted information

Task 2: Gas Collection Design

- Design of the gas collection system on the landfill site. This task will include the following:
 - Perform detailed survey of proposed construction area
 - Design of blower to provide the required suction and discharge pressure.
 - Calculate size of blower
 - Prepare specifications for blower
 - Calculate pressure loss in landfill piping
 - Calculate pressure loss in piping to flare
 - Evaluate condensate removal
 - Winterize the system to withstand below freezing temperatures
 - Location placement of proposed blower and flare.
 - Design concrete slabs/foundations
 - Evaluate wind loading
 - Electrical grounding of flare and skid unit
 - Selection of enclosed flare capable of proper destruction of the NMOCs
 - Size flare for appropriate gas flows
 - Prepare specifications for enclosed flare
 - Calculate gas velocities

- Evaluate thermal couplers
- Design of controls
- Design of suction piping including size, profile and alignment.
 - Calculate gas velocities
 - Pipe grade
 - Calculate Head loss
 - Pipe bedding
 - Condensate generation
 - Pipe depth
- Location and design of vertical landfill gas extraction wells.
 - Design well spacing
 - Calculate well depths
 - Layout well locations
 - Design gas well seal and boot
- Condensate collection locations and options.
 - Locate final disposal location
 - Evaluate condensate generation and the ability for the Rapid City WWTP to handle it directly or if it needs to be temporally stored or treated by other means
 - Evaluate condensate collection points
 - Calculate condensate drain line size
 - Design condensate traps to keep the system under vacuum pressure
 - Design underground storage tanks if necessary
 - Design connection into sanitary sewer system if necessary
- Determination if existing electrical power source is sufficient for the proposed blower/compressor. Design modifications if necessary to existing electrical supply.
 - Calculate total amps of new equipment
 - Estimate electrical costs

Task 3: Permitting and O&M Plan

- Evaluation of ease of operations and maintenance during design and incorporation of these items into the design.
- Work will be required to modify the existing air and solid waste permits for the Rapid City landfill. Permit work will include the following:
 - Air emission calculations based on the proposed design.
 - Modification of the City's current air permit with the State of South Dakota.
 - Modification of the City's current solid waste permit with the State of South Dakota.
 - Design Report
 - O&M Plan

Task 3 Deliverables

<u>Design Report</u>	<u>O&M Plan</u>
<ul style="list-style-type: none"> • Introduction • Background • Gas System Design <ul style="list-style-type: none"> ○ Well Spacing ○ Header Pipe Sizing ○ Well Head ○ Gas Generation Curve ○ Valves ○ Condensate ○ Blower ○ Enclosed Flare ○ Gas Sample Points ○ Cleanouts ○ Foundations ○ Road Crossings • Gas System Construction Summary • Calculations and Design Information from Task 2 	<ul style="list-style-type: none"> • General site, system and facility description • Regulatory requirements and permits • Process description • Stack Test Enclosed Flare • Blower and Flare Operation and Maintenance • Maintenance of Blower and Flare • Operation, monitoring, adjustment and maintenance of the LFG wellfield • Condensate • Inspect Wellheads and well casing • Surface Emissions Monitoring/Testing • Landfill Gas Sampling

Task 4: Prepare Construction Plans and Specifications

- Utilize City standard specifications for project to include: front ends, contract documents and standard specifications to the extent possible. Wenck's technical specification, due to specialized type of project will be used in conjunction with the City's specifications.
- Construction drawings shall meet the City's drawing and drafting standards.
- An engineer's cost estimate will be included at each submittal phase of the project.

The following is a list of anticipated construction plans and specifications. The project scope includes development of the plans and specifications necessary for bidding and construction of the landfill gas collection system which may vary from those shown below.

Construction Plan Sheets

- Title Sheet
- Site Map
- Active Gas System Layout Plan
- Main Header Plan and Profile
- Gas Equipment Layout Plan
- Condensate Plan Sheet Header Pipe Details
- Foundation Details
- Restoration Plan
- Header Pipe Details
- Restoration Plan

Construction Specification Sections

- Rapid City Standard Front End
- Contract Documents
- Summary of Work
- Measurement and Payment
- Coordination
- Field Engineering
- On-Site Health and Safety Requirements
- Project Meetings
- Submittals
- Testing Laboratory Services
- Mobilization and Demobilization
- Protection of Environment
- Temporary Construction Facilities and Utilities
- Material and Equipment
- Substitutions
- Controlled Fill
- Granular Bedding
- Site Preparation

Construction Specification Sections Cont.

- Excavation
- Trenching
- Erosion Control
- Turf Restoration
- Coarse Aggregate
- Aggregate Road Surfacing
- HDPE Piping
- PVC Piping
- Testing HDPE Piping Systems
- Gas Wells
- Wellhead Assembly
- Valves
- Geotextiles
- Condensate Tanks
- Concrete
- Blower Flare Assembly
- Electrical General Provisions
- Basic Materials and Methods
- Electrical Specifications
- Landfill Gas Blower
- Enclosed Flare

Task 5: Bidding

- Attendance at a prebid meeting.

- Prepare and distribute bid addendums
- Assist City through bidding period, preparation of bid tab, bid award recommendation, and assist with preparation of construction documents for the successful bidder.

City will be updated as follows:

- Information will be submitted to the City at 35/65/95 percent complete. On-site meetings will be held at 65 and 95 percent complete, with the 35 percent complete managed via conference call.

The City will provide the following:

- As built plans of existing utilities at the landfill (i.e. electric, communication, gas lines and any other underground utilities).
- Most current aerial topographic information and photography.

Our schedule and fees for the above scope are as follows:

Schedule:

- Notice to proceed May 5, 2009.
- Project Kick-off meeting May 12, 2009.
- 35% submittal June 8, 2009.
- City review June 15, 2009.
- 65% submittal August 10, 2009.
- City review September 1, 2009.
- 95% submittal October 12, 2009.
- City review October 30, 2009.
- Final review meeting November 19, 2009.
- Finalize plans and specifications January 4, 2010.
- Advertise for bids January 9 and 16, 2010.
- Bid Opening January 26, 2010.

- Bid award February 1, 2010.

The work will be completed with staff from our Fargo office. Mr. Kevin Magstadt will work with Mr. Randy Hanson working on the day-to-day basis with the City. Mr. Rod Ambrosie will do QA/QC. The Wenck Fargo staff will support Mr. Hanson with the design and calculations. Wenck will work closely with the City during the layout and design to minimize changes during review.

Breakdown of the estimated fees for the above tasks is as follows:

Task 1: Meetings -	\$13,513
Task 2: Gas Collection Design -	\$17,168
Task 3: Permitting and O&M Plan-	\$23,494
Task 4: Prepare Construction Plans and Specifications -	\$15,740
Task 5: Bidding Assistance-	<u>\$10,026</u>
Total:	\$79,941

A complete breakdown of the tasks can be found on the attached Table 1.

Table 1
Design of an Active Landfill Gas Collection System
Rapid City Landfill
Project No. LF09-1795
8-Apr-09

-- Estimated Hours --

Task	Senior Pr. Mgr. \$150	Senior QA/QC \$161	Engineer III \$128	Engineer \$98	Cadd Designer \$82	Clerical \$64	Subtotal Hours	Labor Total	Expenses	Total Costs
Task 1: Meetings										\$0
1. Kickoff Meeting	16	0	0	16	0	0	32	\$3,968	\$850	\$4,818
2. 35% Phone Conference	2	0	2	2	0	0	6	\$752	\$25	\$777
3. 65% On-site Meeting	16	0	0	0	0	0	16	\$2,400	\$700	\$3,100
4. 95% On-site Meeting	16	0	0	16	0	0	32	\$3,968	\$850	\$4,818
Total for Task 1:	50	0	2	34	0	0	86	\$11,088	\$2,425	\$13,513
Task 2: Gas Collection Design										
1. Perform detailed survey of proposed construction area	0	0	0	4	0	0	4	\$392	\$1,500	\$1,892
2. Design of blower/compressor to provide the required suction and discharge pressure	4	1	0	8	0	4	17	\$1,801	\$0	\$1,801
3. Location placement of proposed blower/compressor and flare	4	2	0	8	4	0	18	\$2,034	\$0	\$2,034
4. Selection of flare capable of proper destruction of NMOCs	4	1	0	8	0	4	17	\$1,801	\$0	\$1,801
5. Design of suction piping including size, profile and alignment	4	2	0	20	0	4	30	\$3,138	\$0	\$3,138
6. Location and design of vertical landfill gas extraction wells	2	1	0	6	6	0	15	\$1,541	\$0	\$1,541
7. Condensate collection locations and options	4	1	0	12	2	4	23	\$2,357	\$0	\$2,357
8. Determine if existing electrical power source is sufficient for the proposed blower/compressor. Design modifications if necessary to existing electrical supply.	2	0	16	0	0	4	22	\$2,604	\$0	\$2,604
Total for Task 2:	24	8	16	66	12	20	146	\$15,668	\$1,500	\$17,168
Task 3: Permitting and O&M Plan										
1. Modification of existing solid waste permit	4	4	4	20	8	6	46	\$4,756	\$250	\$5,006
2. Modification of existing air permit	2	4	40	0	0	0	46	\$6,064	\$250	\$6,314
3. Design Report	4	6	0	40	0	8	58	\$5,998	\$250	\$6,248
4. O&M Plan	4	4	0	40	0	8	56	\$5,676	\$250	\$5,926
Total for Task 3:	14	18	44	100	8	22	206	\$22,494	\$1,000	\$23,494
Task 4: Prepare Construction Plans and Specifications										
1. Prepare Specifications	6	6	0	40	0	0	52	\$5,786	\$500	\$6,286
2. Prepare Construction Plans	8	6	0	8	40	0	62	\$6,230	\$500	\$6,730
3. Engineers Cost Estimate	6	0	0	16	0	4	26	\$2,724	\$0	\$2,724
Total for Task 4:	20	12	0	64	40	4	140	\$14,740	\$1,000	\$15,740
Task 5: Bidding Assistance										
1. Attend pre-bid meeting	16	0	0	0	0	0	16	\$2,400	\$850	\$3,250
2. Assist City through bidding period	8	4	0	40	0	8	60	\$6,276	\$500	\$6,776
Total for Task 5:	24	4	0	40	0	8	76	\$8,676	\$1,350	\$10,026

Total Wenck Project Cost; \$79,941