

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

Date: May 7, 2012

Project Name & Number: Solid Waste Citizen Campus

CIP #: 615001

Project Description: To provide professional engineering services.

Consultant: HDR Engineering

Original  
Contract Amount: \$252,808.00

Original  
Contract Date: May 7, 2012

Original  
Completion Date: August 16, 2012

Addendum No:

Amendment Description:

Current Contract Amount: \_\_\_\_\_

Current Completion Date: \_\_\_\_\_

Change Requested: \_\_\_\_\_



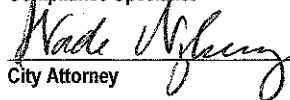
New Contract Amount: \_\_\_\_\_ \$0.00


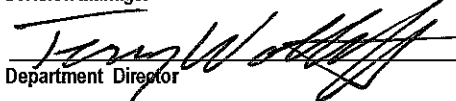
New Completion Date: \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$150,000.00	7102	4223	615	
\$90,000.00	7103	4223	616	
\$12,808.00	7101	4223	612	
\$252,808.00	<b>Total</b>			

**Agreement Review & Approvals**

 \_\_\_\_\_ 4-26-12  
 Project Manager Date  
 \_\_\_\_\_  
 Compliance Specialist Date  
 \_\_\_\_\_ 4-24-12  
 City Attorney Date

 \_\_\_\_\_ 4-26-12  
 Division Manager Date  
 \_\_\_\_\_ 4-20-12  
 Department Director 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
4/25/12	JES	<input checked="" type="radio"/> Y <input type="radio"/> N
		<input type="radio"/> Y <input type="radio"/> N

**Agreement Between City of Rapid City and HDR Engineering  
for Professional Services for Solid Waste Citizen Campus**

AGREEMENT made \_\_\_\_\_, 2012, between the City of Rapid City, SD (City) and HDR Engineering, (Engineer), located at 3820, Jackson Boulevard, Rapid City, SD 57702. City intends to obtain services for the Solid Waste Citizen Campus. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

**Section 1—Basic Services of Engineer**

**1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

**1.2 Scope of Work**

The Engineer shall:



- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

## **Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

## **Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## **Section 4—Mutual Covenants**

### **4.1 General**

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.



- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains



appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### 4.2 **City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.



## **Section 5—Payments to the Engineer**

### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$252,808.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Engineer shall complete services on or before August 16, 2012 based on an award date of May 8, 2012.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

### **7.2 Cancellation**

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including



additional premium due because of the Contractor's failure to maintain the coverage limits required.

### 7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

### 7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.





**Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

**Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

**Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

**Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

**Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

**Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or



damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
HDR ENGINEERING

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

\_\_\_\_\_  
KARL MERBACH, PROJECT MANAGER

DATE: \_\_\_\_\_

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Karl Merbach  
PHONE 605-355-3496  
EMAIL ADDRESS karl.merbach@rcgov.org

NAME Jody Page  
PHONE 605-791-6100  
EMAIL ADDRESS \_\_\_\_\_



## ***Project Background***

HDR Engineering was selected by the City of Rapid City to complete design services for the Solid Waste Citizen Campus at the Rapid City Solid Waste Facility.

The City of Rapid City, Department of Public Works, Solid Waste Division owns and operates landfill, recycling, and composting facilities for residents and businesses in the City and surrounding area. The purpose of a Citizen Campus is to provide for the safety and convenience of customers wishing to drop off waste, reuse materials, pick up compost, and provide a faster turnaround for large-load commercial customers. Benefits to residential customers will include keeping pickup trucks and cars off the main landfill disposal area, a reuse center, recycling and yard waste drop off, and new scale operations.

Access to the Solid Waste Facility is a vital component to the City's waste management system, so every effort will be made to minimize the impacts to daily customers during construction. Professional services have been divided into five Tasks with Preliminary Design, Final Design, and Bidding Services in Phase 1 and Basic Construction and Expanded Construction Services in Phase 2. There is also potential that this project could be phased and split into multiple final design and bidding packages pending on the available annual funding. This scope and man-hours are assuming a conceptual design of the entire campus facility with the initial final design components matching the identified 2012 available construction funds of \$2.5M dollars.

HDR Engineering will complete all aspects of the design with subcontractor support of American Engineering Testing, Inc (AET) for geotechnical services, Wyss Associates, Inc for landscape design, and Berberich Design for Wayfinding and Graphic sign design.

## ***Project Phase 1 Scope of Services***

### **TASK 1 – PRELIMINARY DESIGN SERVICES**

This task consists of all services necessary to take the project from initiation through the Preliminary Design Submittal stage and shall include the following itemized services.

- 1.1 Project Initiation and Data Gathering: HDR project initiation includes the tasks of setting up the contract documents, planning the project activities, and communicating task responsibilities with the project team. HDR will review available background information and other resources as necessary. GIS and existing utility information required for the Project will be provided by the City.
- 1.2 Data Review: HDR will review the 2010 City's Solid Waste Management Plan to collect relevant information regarding the solid waste planning and service area, solid waste Demographics- future population growth projections, traffic volumes including commercial and small load vehicles, tonnage received by material type, diversion patterns including MRF, yard waste, tires, shingles, asphalt and concrete, household recyclables, and a review of the solid waste scale history for 2010 and 2011 to assess various changes in loads and material types since the completion of the Solid Waste Management Plan in late 2009.
- 1.3 HDR will review the DENR permits and investigate with DENR staff on options for grant money through the Solid Waste Management Fund program. Existing permits include the

## EXHIBIT A

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering - Phase 1 Scope of Services

Rapid City 2006 Solid Waste Permit (currently under renewal), Wastewater Permit 40.1, and the Storm water permit will be reviewed for project compliance. HDR shall assist City staff in completing application forms and providing background information for funding if applicable.

- 1.4 HDR will meet with the SDDOT staff on traffic flows on State Highway 79 with the anticipated Citizen Campus and other traffic pattern changes from adjacent properties and options or restrictions to additional directional signage and improvements to the entrance in the highway Right-of-Way.
- 1.5 Perform a Topographic Survey of the landfill entrance and proposed Citizen Campus area to determine existing contours, boundaries and elevations. Survey will use NAD 83 horizontal datum and NGVD 29 vertical datum, and shall provide all information required to develop plans for the Citizen Campus construction. In addition, a minimum of 4 control points will be set during the initial survey, and shall be tied vertically and horizontally to the existing City of Rapid City Area Monuments Control utilizing the state plane coordinate system.
- 1.6 Utility Investigation will include public and private utility investigation and coordination as needed to identify existing infrastructure and potential improvement associated with the project. Utilities to be investigated include water, sanitary sewer, power and telecommunication. HDR anticipates an additional meeting with BHP to discuss existing electrical drops and modifications to the existing overhead lines that will need to be relocated or placed underground.
- 1.7 Site investigation and Structural Evaluation of the Existing buildings for suitability of relocation and/or reuse of three existing metal buildings on the site. HDR will provide recommendations as to the potential reuse of these facilities and how that would relate to the preferred campus design layout and prepare cost estimates of relocation compared to new building installation. HDR will not evaluate the existing scale house building.
- 1.8 Project Kick-Off Workshops and Conceptual Design Meeting: HDR shall meet with City staff in a design workshop setting to discuss potential design concepts and develop the preferred layout and scope to bring forward into final design. HDR shall prepare an agenda, take minutes, and distribute minutes. HDR and subconsultants shall provide 2-4 professionals at the workshops catered to the specific topics discussed at each session. The workshop meetings are anticipated to take 2-3 days with intermediate breaks to allow for design development and investigation. The intent is to first meet to discuss the programming requirements, projects and sketch some potential layouts. HDR will then develop sketch level concepts for to the group. The best features of each concept will be noted and work with the the City to develop a preferred layout to present for final comments and input. The objective is to leave this meeting with a Preliminary Layout and identify key considerations for the project design report. Specific design details that will be include in the Preliminary Design include:
  - A small load solid waste drop off area with sections protected by shielding and wind protection. Components shall include layout of a dumpster area for specific waste items and analysis of sizing and waste volumes as it relates to future operations. A compost pick up area will be incorporated to allow for small load customers to purchase and load various yard waste compost and MSW co-compost.

## EXHIBIT A

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering – Phase 1 Scope of Services

- A separate recycling and yard waste drop off area at the entrance to the Solid Waste Facilities to be open 24 hours per day, 7 days per week for recycling and yard waste drop off. This area shall be secured from the remainder of the Landfill and MRF facilities.
- A new scale facility and control office to accommodate residential and commercial traffic. Facility is anticipated to include an area for the scale attendant to operate the service window, separate break area, restroom, storage room, and one office.
- Scale facility and campus design options shall provide examples for consideration to include LEED and sustainable items.
- A building and area suitable for a citizen reuse center will be designed to allow for materials to be diverted from the landfill. The reuse center will incorporate a greenhouse structure to allow staff to demonstrate the beneficial uses of compost products produced on site.
- Traffic patterns to direct residential and commercial traffic to various area of the Citizen Campus, material recovery facility, or landfill. Traffic design shall accommodate current peak hour vehicles and also consider future growth rates over a 20 year design life.
- Future locations and site for a Household Hazardous Waste drop off and reuse facility will be identified and placed in the overall site plan for future construction phases.
- Evaluation for options on the relocation of the police impound lot. HDR assumes that this lot will remain the approximately the same size but need to be relocated to a place within the landfill property but outside of the campus footprint.

The layouts developed at the workshops may not show the following items, but the approach to address these items will be presented in the Preliminary Design or discussed in the preliminary design report.

- Drop off site and scale house shall be monitored by closed circuit cameras and have appropriate site lighting.
  - Design concept for a Campus Landscaping Plan
  - Conceptual Graphic Design for Campus Logo/Signage
  - Design of Campus Wayfinding Signage
  - Pavement Design Analysis and Recommendations
- 1.9 Based on the preferred layout, recommend location and extent of geotechnical services investigations necessary to complete design, including soil borings to determine suitability of on-site soils for location of scale and any proposed structures or buildings. American Engineering Testing, Inc will be a sub consultant for geotechnical services on the project and HDR will be responsible for all associated coordination and payments.
- 1.10 Project Signage Plan shall be designed to direct traffic to specific loading and unloading areas, including the scale as discussed in the workshop. Berberich Design will provide conceptual design layout figures for a signing plan as well as figures showing proposed graphics, style, and logo for the campus and landfill facility. Final design for this item was included for an estimated 20 sign locations. Any deviation from this assumption as a result of the conceptual design shall be identified as a potential amendment to services for Phase 1.
- 1.11 Project Landscaping Plan shall be designed to identify conceptual plan for quantities, layout, and species of trees, plantings, and other landscaping items within the campus area as discussed in the workshop. Wyss Associates will provide conceptual design layout figures for a landscaping plan to be included in the PDR. Final design for this item was not included in this proposal as the implementation may be completed by city staff or others. Any deviation from this assumption and inclusion of landscaping final design

**EXHIBIT A**

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering – Phase 1 Scope of Services

services as a result of the conceptual design shall be identified as a potential amendment to services for Phase 1.

- 1.12 Prepare Project Design Report (PDR). The PDR shall be based on the input provided in the design workshop and include recommendations for review and comment by City staff addressing the project requirements as listed above. PDR shall include an Engineer's Opinion of Probable Construction Costs for the overall project as well as recommendations on Phasing of project items to meet annual budget constraints as identified by the City. A copy of the preliminary design report shall be submitted to the City of Rapid City Engineering Department for review by their staff and HDR shall conduct a review meeting with City staff.
- 1.13 Preliminary Plans to be developed with the PDR are anticipated to include:
- Preliminary Site Layout Plan showing potential surveillance camera locations, fencing locations, buildings and storage areas
  - Figures for Preliminary Site Layout to detail proposed site traffic patterns and ability to complete needed truck movements
  - Preliminary Grading Plan
  - Utility Plan
  - Preliminary Site Lighting
  - Preliminary Scale House Floor Plan and elevation
  - Preliminary Signage Plan
  - Preliminary Landscaping Plan
- 1.14 QA/QC: HDR has established a QC program to ensure that all work meets the standard of HDR and our clients. The QA/QC representative for this project will be Ms. Deb Frye. Ms. Frye is well known as a technical expert in all aspects of landfill facility design and she will be involved throughout the project and can be contacted at any point if the quality of services becomes a concern and the situation will be corrected. Her tasks involve a detailed internal review of the design and construction documents that is separate from the on-going checking and review process that occurs during the design of the project. The internal reviews shall include constructability review, a thorough check for errors and omissions, review of quantities, plan clarity, and project scope requirements.

**TASK 1 SUBMITTALS:**

- Project Kickoff Meeting & Design Workshop Minutes
- Draft and Revised Preliminary Project Design Report
- Utility Coordination Meeting Minutes
- SDDOT Meeting Minutes

**TASK 1 MEETINGS:**

- Project Kickoff Meeting & Design Workshop
- Preliminary Design Report Meeting
- Utility Coordination Meeting
- SDDOT Traffic/Signage Meeting

**TASK 2 – FINAL DESIGN SERVICES**

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services. This approach assumes there will be a progress

## EXHIBIT A

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering - Phase 1 Scope of Services

submittal to the City at approximately 65% complete which will include an update to the PDR the majority of the plans with some details, estimate of probable construction costs and a preliminary specification Table of Contents. Within 10 days of the submittal, a review meeting to discuss City comments will be held, then HDR will progress to 95% completion for the plans and specifications and update the estimate. These plans will be complete except for some details, and specifications will be included. The 95% set will be submitted for City review for the permitting submittals. Comments will then be incorporated into the final bid set and shall include the following itemized services.

The actual layout and items to be included in the final design for this project will be determined in the Preliminary Design task. However, for the purposes of this scope of services and associated man-hours, HDR has based our estimates on the concept developed in the 2010 Solid Waste Management Plan and has made the following assumptions of what will be included in final design efforts. Review of these assumptions will be made by HDR and City Staff prior to final design to determine if scope and fee adjustments will need to be made.

- A small load solid waste drop off area layout of dumpsters for specific waste items and analysis of sizing and waste volumes as it relates to future operations.
- A compost pick up area will be incorporated to allow for small load customers to purchase and load various yard waste compost and MSW co-compost.
- A separate recycling and yard waste drop off area at the entrance to the Solid Waste Facilities. This area shall be secured from the remainder of the Landfill and MRF facilities by fencing and gates.
- Roadways for connecting facilities and circulating traffic will be evaluated to accommodate large vehicle movements.
- No roadway design items were included for modifications to SDDOT Highway 79.
- Site plan will include design for wind protection protected by shielding assuming fencing or landscaping items to be utilized. There are no covered structures anticipated in this scope.
- Grading plan shall accommodate for site drainage, earthwork quantities, and details of earthwork and berming associated with future landscaping plans. It is anticipated that minimal storm inlets and piping will be needed but standard storm water detention and reuse items will be incorporated.
- Utility design shall include water, sewer, communications, electrical, and gas connections to the new scale facility and associated fire hydrants throughout the campus.
- Site lighting shall include pole and fixture layout plan and wiring details.
- A specification shall be developed to identify requirements for the security design of site cameras for coverage of the free drop off area and scale house transactions.
- Site structural design includes retaining wall design and detail sheets to accommodate two-tier campus layout.
- A new scale facility and control office to accommodate residential and commercial traffic. Facility is anticipated to include an area for the scale attendant to operate the service window, separate break area, restroom, storage room, and one office.
- A specification and design details will be developed for one new scale and the relocation of the existing scale hardware with the associated electrical and controls.
- Plan details and performance specifications for one relocation and one demolition of the three existing metal buildings on site. Relocated building will include a new concrete floor with electrical and gas utility connections.
- A performance specification will be developed for a new Morton Building type of structure with an area suitable for a citizen reuse center. The reuse facility will also incorporate a greenhouse structure to allow staff to demonstrate the beneficial uses of compost products.
- Signing plan expected to include wayfinding signage system, system of icons and color coding, regulatory signage, instructional signage, location plans, message schedule, and graphic standards (if needed).

## EXHIBIT A

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering - Phase 1 Scope of Services

## 2.1 65% Drawings and Technical Specification Submittal

- Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- Provide route and topo survey, (establish land ties and bench marks, locate property corners, and field locate all existing utilities). Project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify the existing right-of-way (ROW) location and any easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners. Construction staking information shall include either of the following formats and benchmark information shall be provided on each sheet.
  - On the Plans:
    - Station, offset and coordinates of all piping and related infrastructure.
    - Station, offsets and coordinates for all items of work requiring field staking.
    - Coordinates and description of intervisible control points.
  - In tabular format on a plan sheet:
    - Coordinates and description of intervisible control points.
    - Coordinates of all items of work requiring field staking.
- Provide plan and profile sheets including locations of existing and new utilities and facility alignments. Show existing and proposed utility mains and services, fittings, and proposed surfacing and drainage items. Site utility plans will include water supply, fire hydrants, sanitary sewer, power and telecommunications.
- Site plans will include site lighting and power plan, fencing, and surveillance cameras. HDR will provide a performance specification for the surveillance cameras.
- Incorporate Erosion and Sediment Control items: Provide Erosion and Sediment Control Plans, and include appropriate bid items in the bidder's proposal.
- Provide a proposed sequence of construction requirements in order to ensure that present scale and traffic remain in operation. Coordinate with landfill and MRF operations so that construction of the Citizen Campus facilities is completed with minimal interruption to present operations.
- Design will include a detail traffic control plan to identify detour routes and signage for various stages of construction. Landfill operations and traffic are to be maintained during construction and shall be considered to have right of way under all circumstances unless flaggers are provided.
- Design shall include the floor plan, elevations and roof plan for the Scale house along with power, lighting, telecommunications, HVAC and plumbing plans and schedules.
- If desiring exceptions from City requirements or specifications, HDR shall request and secure exceptions. HDR will verify with city staff on the requirements for proposal buildings, site landscaping, etc prior to the 65% design submittal.
- Provide detailed technical specifications supplementing the City of Rapid City Standard Specifications, as necessary. Project drawing specific issues shall be indicated as a General Note on the drawings. Material types and material specific items shall be included as a detailed specification.
- Provide 1 copy of the preliminary opinion of probable construction costs for the project.



## EXHIBIT A

City of Rapid City  
 Solid Waste Citizen Campus Design  
 HDR Engineering – Phase 1 Scope of Services

- Provide 2 copies of the plan and profile sheets including locations of existing and new utilities and street alignment. Plans shall include quantities, general notes, specifications, removal limits, station/offset information for all items. Plans shall also include the design of landscaping components.
- 2.2 Address City comments from the 65% review and finalize Project Design Report.
- 2.3 Address City comments from the 95% review.
- 2.4 Submit plans and specifications to the Department of Environment and Natural Resources for approval and address any comments or corrections.
- 2.5 Provide permits with exhibits required for the project that require City signatures. Identify permits that will be required for the Contractor.
- 2.6 Verify all utility companies will be prepared for the construction of the campus project improvements.
- 2.7 Final Plan Submittal
- Provide a pdf of the complete plans and specifications for reproduction to be done by the City.
  - Provide 1 copy of the final opinion of probable construction costs for the project.
  - Provide the City a unit price cost estimate on CD in Microsoft Excel XP on City "Engineer's Estimate" form.
  - All final submittals shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.
  - Provide the City complete specifications and contract documents on CD in Microsoft Word XP.
  - Provide complete plans on CD compatible with AutoCAD Release 2008 to 2011 format.
- 2.8 QA/QC: HDR QC requirements will include a detailed internal review of the design and construction documents including a thorough check for errors and omissions, review of quantities, plan clarity, and project scope requirements.

## TASK 2 SUBMITTALS:

- 65% Plan and Technical Specification Submittal  
 Provide 2 hard copies and .pdf format of complete plans, specifications, and opinion of probable construction cost.

**EXHIBIT A**

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering - Phase 1 Scope of Services

- 65% Cost Estimate
- 65% City Comment Responses
- 95% Plan and Technical Specification Submittal  
Provide 2 hard copies and .pdf format of complete plans, specifications, and opinion of probable construction cost.
- 95% Cost Estimate
- 95% City Comment Responses
- Final Plan and Technical Specification Submittal
- Final Cost Estimate

**TASK 2 MEETINGS:**

- 65% Submittal Review Meeting
- 95% Submittal Review Meeting

**TASK 3 – BIDDING SERVICES**

This task consists of all services necessary for the administration of the Bidding Services of the project, and shall include the following itemized services.

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Provide pdf of plans and specifications for City reproduction and distribution.
- 3.3 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.4 Issue addenda to the bid documents, two assumed.
- 3.5 Attend the bid opening (to be held at the City Finance Office).
- 3.6 Prepare an award recommendation letter to the City of Rapid City project manager.
- 3.7 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

**TASK 3 SUBMITTALS:**

- Pre-bid Conference minutes
- Bid Addenda (as required)
- Bid Award Recommendation Letter

**TASK 3 MEETINGS:**

- Pre-Bid Conference Meeting
- Bid Opening

## EXHIBIT A

City of Rapid City  
Solid Waste Citizen Campus Design  
HDR Engineering - Phase 1 Scope of Services

## ***Project Phase 2 Scope of Services***

Phase 2 services for this project are expected to consist of all services necessary for the administration of the Basic Construction Services of the project construction stage, and for the administration of the Expanded Construction Services of the project construction stage. Hours and costs for this Phase may or may not be negotiated at the conclusion of Phase 1 design and bidding.

## ***Project Schedule***

The proposed schedule for design services is based on the information provided in the Request for Proposals. This schedule is based on a future target of a late summer/fall 2012 construction start for the initial construction phase of this project. HDR is prepared to meet the project deadlines as noted below and is always open to discussion on schedule adjustments to meet the City of Rapid City's goals for the project. The schedule allows 1 week for City review of PDR, 65% and 95% submittals.

Notice to Proceed with Design	May 8, 2012
Project Initiation and Data Review	May 8 – May 28
SDDOT Meeting	May 17
Design Workshop Meetings	May 29 – May 31
Preliminary Design Report	June 20
65% Design Services Submittal	July 17
95% Design Services Submittal	August 6
Final Plans and Specifications	August 16
Bid Letting	September 2012

City of Rapid City, Department of Public Works - Solid Waste Division  
 Solid Waste Citizen Campus  
 Design Fee Estimate - Phase 1 - Design and Bidding Services

Expenses

Labor Category	Manhour	Total	Labor	Total	Travel	Printing	Expense	Total
<b>Task 1 - Preliminary Design Services</b>								
1.1 Project Initiation and Data Gathering	64		\$5,184					
1.2 Data Review	26		\$4,048					
1.3 Permit Review & Funding Assistance	22		\$3,336					
1.4 SDDOT Traffic Coordination	19		\$2,220					
1.5 Topographic Survey	94		\$9,632					
1.6 Utility Investigation	14		\$1,628					
1.7 Structural Evaluation	16		\$1,892					
1.8 Project Kick-Off & Conceptual Design Workshop	220		\$31,296					
1.9 Geotechnical Recommendations & Testing	9		\$1,216					
1.10 Project Signage Plan Coordination	6		\$824					
1.11 Project Landscaping Plan Coordination	3		\$412					
1.12 Project Design Report	87		\$11,048			\$200	\$200	
1.13 QA/QC	28		\$5,020					\$0
<b>Task 1 Subtotal</b>	<b>608</b>		<b>\$77,756</b>		<b>\$1,620</b>	<b>\$600</b>	<b>\$2,220</b>	
<b>Task 2 - Final Design Services</b>								
2.1 65% Plan and Technical Specification Submittal	786		\$88,004			\$200	\$200	
2.2 Address City 65% Comments	63		\$7,422				\$0	
2.3 95% Plan and Technical Specification Submittal	228		\$25,616				\$0	
2.4 Address City 95% Comments	54		\$6,178				\$0	
2.5 Plans and Specs to DENR	4		\$444		\$100		\$100	
2.6 Provide Permits Requiring City Signatures	3		\$412				\$0	
2.7 Coordinate With Utilities	16		\$1,988		\$100		\$100	
2.8 Final Plan Submittal	16		\$1,940				\$0	
2.9 QA/QC	35		\$6,240				\$0	
<b>Task 2 Subtotal</b>	<b>1205</b>		<b>\$138,244</b>		<b>\$0</b>	<b>\$400</b>	<b>\$400</b>	
<b>Task 300 - Bidding Services</b>								
3.1 Submit Information for City Advertising Authority Form	3		\$412				\$0	
3.2 Final Plans/Specs for City Production/Distribution	6		\$620			\$20	\$20	
3.3 Pre-Bid Conference	8		\$1,092		\$20	\$20	\$40	
3.4 Issue Addenda to Bid Documents (as required)	27		\$3,320				\$0	
3.5 Attend Bid Opening	1		\$134				\$0	
3.6 Prepare Award Recommendation/Review Bid Tab	2		\$278				\$0	
3.7 Review Construction Contract Documents	3		\$412			\$40	\$40	
<b>Task 3 Subtotal</b>	<b>50</b>		<b>\$6,268</b>		<b>\$20</b>	<b>\$80</b>	<b>\$100</b>	
<b>Phase 1 Project Total</b>	<b>1863</b>		<b>\$222,268</b>		<b>\$1,640</b>	<b>\$1,080</b>	<b>\$2,720</b>	
TOTAL HDR LABOR				\$	222,268			
TOTAL HDR EXPENSES				\$	2,720			
GEOTECHNICAL - AET				\$	6,800			
LANDSCAPING - WYSS				\$	11,500			
SIGNAGE - BERBERICH				\$	9,520			
TOTAL NOT TO EXCEED FEE				\$	252,808			

**EXHIBIT C  
SCHEDULE OF PAY RATES**

**HDR ENGINEERING, INC.**

**FEE SCHEDULE**

**SOLID WASTE CITIZEN CAMPUS DESIGN  
PROJECT NO. SW01-2012**

**Phase I - Preliminary Design, Final Design, and Bidding Services**

**City of Rapid City, South Dakota**

The following fee schedule is the 2012 Billable Rate Fee Schedule for HDR Engineering, Inc. This fee schedule and the hourly rates shown apply to the above referenced project. In instances where a discipline not listed below is required for the project, the billing rate will be prior submitted to the City.

<u><b>DISCIPLINE</b></u>	<u><b>BILLING RATE/HR</b></u>
Project Manager	\$ 144
Project Principal	\$ 188
Project/Traffic Engineer	\$ 134
Senior Landfill Engineer - QA/QC	\$ 188
Landfill Engineer	\$ 160
Sr. Civil Engineer	\$ 160
Civil Engineer	\$ 90
Sr. Electrical/Instrumentation Engineer	\$ 178
Sr. Architect	
Sr. Structural Engineer	
Sr. Mechanical Engineer	
Electrical/Instrumentation Engineer	\$ 100
Architect	
Structural Engineer	
Mechanical Engineer	
Registered Land Surveyor	\$ 110
Engineering Technician/CADD	\$ 90
Accounting / Admin	\$ 60
<u><b>DIRECT EXPENSES</b></u>	
Vehicle Mileage	\$ 0.555/Mile

**OTHER REIMBURSABLE EXPENSES**

Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for transportation travel, subconsultants, printing, telephone, fax, shipping and express, and other incurred expenses.





# Wyss Associates, Inc.

728 Sixth St. ▪ Rapid City, SD 57701 ▪ Ph: 605.348.2268 ▪ Fx: 605.348.6506 ▪ Email: [info@wyssassociates.com](mailto:info@wyssassociates.com) ▪ [www.wyssassociates.com](http://www.wyssassociates.com)

March 28, 2012

Jody Page  
HDR Engineering  
3820 Jackson Boulevard  
Rapid City, SD 57702

RE: Solid Waste Citizen Campus Design – Scope of Services and Fee

Jody:

As requested, the following is a proposal to prepare landscape architectural design concepts for the Solid Waste Citizen Campus. As a sub-consultant to HDR Engineering we propose the following scope of services items to complete this design.

### Summary of Scope of Work:

1. Work closely with HDR and the design team to develop a plan that will meet the needs of Rapid City residence.
2. Contribute in two workshop meetings with HDR and the City.
3. Produce a conceptual design plan for the city that meets their requirements and brings aesthetics to the campus.
4. Assist with information to be included in the final Project Design Report (PDR).

### Scope of Services:

#### A. Preliminary Design Phase

During the preliminary design stage Wyss Associates will be actively involved in the project kick-off meeting and the conceptual design meeting. We will produce a site analysis graphic that will assist the design team and the client with understanding a strong direction for the conceptual landscape concept. We will produce a rendered conceptual design landscape plan that will provide direction for the city to move into a final design stage. Upon completion of the conceptual design concept we will produce an opinion of probable costs for the items that are to be included in the landscape concept. We will also assist with text, formatting, and creation of the PDR.

#### Deliverables for the Preliminary Design Phase:

- Project Start-up Meeting action items
- Conceptual design meeting action items
- Site Analysis pertain to the Landscape Concept
- Rendered Landscape Concept

Landscape Architecture

Golf Course Architecture

Parks & Recreation Design

Resort Design · Environmental Design · Land Planning · Historic Preservation · Urban Design · Irrigation Design · Resource Management

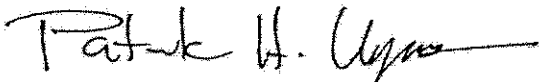
Jody Page, HDR  
March 28, 2012  
Page 2 of 2

- Recommendations for Irrigation, soil amendments, and Maintenance
- Opinion of Probable Construction Cost for the Landscape Concept
- Information needed for the PDR pertaining to the Landscape ConceptB. Fees:

Our fees are based upon the desire to complete a Landscape Architecture Concept for the Solid Waste Citizen Campus. Additional services and fees will be required to move the Landscape Concept into a working set of biddable documents. Our current understanding leads us to a lump sum fee of \$ 11,500.00

Jody, we look forward to the opportunity of working with you and your partners in the completion of this exciting project. Please call me if you have any questions concerning the above information.

Sincerely,



Patrick Wyss  
*Fellow, American Society of Landscape Architects*

Authorization to Proceed:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date





**AMERICAN  
ENGINEERING  
TESTING, INC.**

CONSULTANTS  
• GEOTECHNICAL  
• MATERIALS  
• ENVIRONMENTAL

April 2, 2012

Mr. Owen Lindblom  
HDR  
3820 Jackson Boulevard  
Rapid City, South Dakota 57702

Subject: Cost Proposal - Geotechnical Exploration  
Proposed Solid Waste Citizen Campus  
Highway 79  
Rapid City, South Dakota

Dear Owen:

## **INTRODUCTION**

American Engineering Testing Inc. (AET) is pleased to provide this proposal for conducting a Geotechnical Exploration for the proposed Solid Waste Citizen Camp project in Rapid City, South Dakota. This proposal is based on the information provided and defines the general scope, completion schedule, and estimated costs for our work.

## **PROJECT INFORMATION**

We understand the project will likely consist of the construction of numerous structures at the landfill just off its access onto Highway 79. The structures will likely consist of a new scale house/scales and an office building with numerous bins/structures for general waste, tires, metal and wood with an area for co-compost and yard waste compost. Access roads and routes will be built throughout the area to provide general access to the different areas.

At this time we understand the project details are still being formulated and two (2) mobs are anticipated to the site to address the final structure locations and issues.

We have assumed access to the potential drill holes will be possible with a truck mounted drill rig.

## **SCOPE OF WORK**

The purpose of the geotechnical study will be to provide subsurface soil information within the proposed building, structure and parking/access areas. This information will be used to provide information and engineering recommendations for planning and design of the project.

In order to accomplish the above stated purpose, AET proposes the following scope of work:

1. Provide two separate mobilizations to the site.
2. Drill four (4) Standard Penetration Test (SPT) borings on each of the two site mobs, within the approximate footprint of the new building/structures. Each of the eight borings will be drilled to depths of 25 feet below grade existing grades.
3. The subsurface conditions will be logged at each location and groundwater levels taken at each boring location following drilling. The borings will be advanced using either 4.25" I.D. Hollow Stem Auger or 4-inch flight auger. Soil samples will be collected in accordance with the procedures outlined in ASTM D3550.
4. Perform laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties, as well as strength properties of the soils. At this time we anticipate the lab work will include natural moisture content, dry density, Atterberg Limits, gradations, modified Proctors and CBRs.
5. Provide three (3) copies of a report summarizing the results of the field work, laboratory data, and engineering recommendations for use in design and construction of the project. The report will provide recommendations for excavation, subgrade preparation; grading and fill and backfill requirements with applicable foundation systems include estimated settlements, concrete floor slab criteria and short retaining walls. Recommendations for both concrete and asphalt pavements will also be included.

This proposal is exclusively for the scope of work stated above. Should the project conditions change, AET should be notified as soon as possible to review this proposal to determine if the scope of work should be modified.

## **FEES**

Based on the scope of work defined in this proposal, the total cost of the site work, laboratory testing and report for the geotechnical study would be a lump sum of \$3,800.00 for the first mob drilling and report and \$3,000.00 for the second mob etc. Our total fee is therefore estimated to be a lump sum of \$6,800.00 plus state and local taxes, if applicable.

## **SCHEDULE**

AET proposes to begin the geotechnical field work within ten days of being given written authorization to proceed. We anticipate the field work for each mob can be completed in one day. Geotechnical laboratory testing will require approximately one week for each phase. Preliminary recommendations can be given within days following completion of drilling. The final report will be submitted within one week after the completion of the laboratory testing following the second mobilization.

SOLID WASTE CITIZEN CAMPUS  
RAPID CITY, SOUTH DAKOTA

PAGE 3 OF 3

**ACCEPTANCE**

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to our office. The original proposal is intended for your records.

**TERMS**

Our services will be performed per the attached Service Agreement. Client and its authorized representatives agree that verbal authorization of our services is formal acceptance of the terms and conditions contained herein.

**CLOSING**

Thank you for considering American Engineering Testing (AET) for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Robert Temme P.E.  
Western Region Manager

**ACCEPTANCE**

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.**

**1.2** - Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

**1.4** - Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

**1.8** - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

**SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** - It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**2.3** - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

**SECTION 3 - SAFETY**

**3.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

**3.2** - AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

**SECTION 4 - SAMPLES**

**4.1** - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**4.2** - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

**SECTION 5 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 6 - STANDARD OF CARE**

AET performs its services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 7 - INSURANCE**

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

**7.1** - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**7.2** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**7.3** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

**7.4** - AET can, if requested by client and permitted by AET's insurer, endorse its Commercial General Liability (including Products/Completed Operations coverage) to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by or for AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Client or Owner.

**7.5** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

**7.6** Upon request, prior to commencing the Services hereunder, AET will furnish Client with Certificates of Insurance evidencing that all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents.

**7.7** - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

**SECTION 8 - DELAYS**

If delays to AET's services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 9 - PAYMENT, INTEREST AND BREACH**

**9.1** - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

**9.2** - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

**9.3** - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

**9.4** - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

**SECTION 10 - MEDIATION**

**10.1** - Except for enforcement of AET's rights to payment for services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party should fail to respond to a request for mediation within 60 days after the request, this requirement for mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings shall be of no force and effect.

**10.2** - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

**SECTION 11 - LITIGATION REIMBURSEMENT**

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

**SECTION 12 - MUTUAL INDEMNIFICATION**

**12.1** - AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

**12.2** - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

**12.3** - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

**12.4** - AET's indemnification to the Client is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence

**12.5** - AET will not accept any obligation to defend Client other than to meet the standard of care. If a court of competent jurisdiction rules that defense is implied or if required by law, AET's obligation for the costs of defense is only to the extent due to AET's negligent acts, errors or omissions.

**SECTION 13 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$ 20,000.00.

**SECTION 14 - UNIONIZATION**

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

**SECTION 15 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

**15.1** - Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

**SECTION 16 - TERMINATION**

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

**SECTION 17 - SEVERABILITY**

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 18 - GOVERNING LAW**

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of South Dakota.

**SECTION 19 - ENTIRE AGREEMENT**

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services.

PROPOSAL TO

**HDR ENGINEERING**

**ENVIRONMENTAL GRAPHIC DESIGN PROPOSAL**

**SOLID WASTE CITIZEN CAMPUS  
CITY OF RAPID CITY**

MARCH 30, 2012

**DRAFT**

Prepared and Submitted by:

**BERBERICH DESIGN**



Jody Page  
 Associate  
**HDR Engineering**  
 3820 Jackson Blvd.  
 Rapid City, SD 57702

Dear Jody,

Berberich Design, Inc. (Designer) would like to thank you for this opportunity to provide the HDR Engineering (Client) with this proposal for professional design and consulting services for wayfinding signage for the new Solid Waste Citizen Campus located in Rapid City, South Dakota. The following proposal has been divided into four sections. The first section is a project overview that outlines our understanding of the project to date and our general approach. Section two defines the scope of work and outlines design phases for the project. The third section describes the scope of basic services. The fourth and final section provides fee outlines followed by terms for the project.

### **PROJECT OVERVIEW AND APPROACH**

Below is a brief description of our understanding of the project to date based on our telephone discussion on 03/29/2012 and from the information provided in Citizen Campus project scope draft.

The Client has successfully secured the project for the addition of a Solid Waste Citizen Campus to be located at the existing landfill in Rapid City, South Dakota and operated by the Department of Public Works, Solid Waste Division for the City of Rapid City. Complete background and description of the project can be found in the Attachment "A" provided by the Client.

Three areas will be created to separate the public from the day-to-day operations of the landfill. These three areas are: Solid Waste Drop-off area, Recycling and Yard Waste area and the Citizen Reuse Center with a Greenhouse.

Upon review the draft document and the preliminary design information the following outlines the suggested tasks for the Designer:

- Attend one (1) half day Kick-off Meeting and Design Worksession
- Attend one (1) Preliminary Design Meeting
- Create a logo / identity for the new facility
- Develop wayfinding signage system
- Develop a system of icons and color coding
- Develop regulatory signage
- Develop instructional signage
- Develop construction phasing wayfinding signage
- Develop location plans
- Develop message schedule
- Develop graphic standards (if needed)

At the request of the Client several assumptions are made based on the existing information for the development of this proposal. These assumptions are meant to be in the best interest of the project. The Designer reserves the right to re-evaluate this proposal as needed. The following outlines a three-phased approach based on the existing information to-date.

## SCOPE OF WORK

The following scope of work has been developed based on the project overview information above and our past experience on similar projects. The scope of work shall be divided into three (3) phases as follows:

### Phase I - Research and Programming

During the Research and Programming Phase we shall:

- Participate in the Project Kick-off meeting
- Outline and define the functional requirements, needs, goals, terminology and operational issues for the new signage program
- Review and understand the circulation patterns for vehicular and pedestrian traffic
- Identify user groups
- Identify project color and materials to be used
- Identify project color coding as needed
- Define a visual vocabulary of icons, elements and shapes for the project
- Review any graphic standards and existing logos
- Begin to develop logo / identity for the project
- Based on the information collected begin to develop terminology and nomenclature, begin to develop a location plan, message schedule and define a system of sign types to meet the needs of the new signage program and its end users.

All information from Phase I shall be presented in an electronic PDF format for review and comment during a work-session with the client. Adjustments shall be made based on comments and observations from this meeting and any noted errors shall be corrected. Upon review and approval of Phase I deliverables, Phase I shall be complete. If additional revisions and/or modifications are required this work shall be considered as additional services. Time for two (2), one (1) person meetings are accounted for in this phase. The Designer on an as needed basis shall coordinate additional meetings and/or site visits.

### Phase II - Schematic Design

During the Schematic Design Phase we shall:

- Participate in the Preliminary Design meeting
- Develop up to two (2) design directions for key sign types that have been identified to help establish the preferred design direction that is to address the functional requirements outlined for the project
- Explore combinations of materials, colors and typography to establish form and function
- Further develop the logo / identity for the project
- Explore the preliminary use of icons, elements and shapes
- Continue to develop terminology and nomenclature
- Develop initial concepts using varying media, photo images, and /or hand drawings
- Further develop the locations plans
- Further develop the message schedule

All information from Phase II shall be presented in an electronic PDF format for review and comment. Upon approval of one design direction the schematic design phase shall be complete. In the event that the initial design directions are not accepted, Designer shall provide up to one (1) additional revision to one (1) design direction as a part of this proposal. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for two (2), one (1) person meetings are accounted for in this phase.

### Phase III – Design Development

During the Design Development Phase we shall:

- Continue to refine and develop the overall design for the signage system
- Finalize materials, colors and typography
- Finalize terminology and nomenclature

- Develop to-scale color drawings with overall dimensions and general material specification for each sign type identified
- Develop and document the project logo / identity for approval
- Finalize use of project icons, elements and shapes
- Further develop the locations plans
- Further develop the message schedule

All information from Phase III shall be presented in an electronic PDF format for review and comment. Adjustments shall be made based on comments and observations from the Client and any noted errors shall be corrected. Upon approval, the design development phase shall be complete. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for two (2), one (1) person meeting is accounted for in this phase.

At this time the above scope of work outlined in this proposal shall be considered complete.

**SCOPE OF BASIC SERVICES**

Using an 11" x 17" drawing format, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

**COMPENSATION / TERMS AND CONDITIONS**

Phase I.....	\$2720.00
Phase II.....	\$3060.00
<u>Phase III.....</u>	<u>\$3740.00</u>
Total Design Fees.....	\$9520.00

**Billing Structure**

If this Proposal is accepted, Phase One of this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement along with payment in full for Phase I. Additional phases shall be invoiced upon the completion of each project phase and shall reflect the phase totals listed above. All invoices shall be payable upon receipt. If there should be a need for Additional Services these hours shall be billed at an agreed upon fixed fee or the following hourly rates:

- Design Director – 85.00/hr
- Senior Designer – 85.00/hr
- Project Designer – 55.00/hr
- Project Manager – 45.00/hr

**Reimbursable Expenses**

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of consultants, meeting facilitator(s), transportation, long distance telephone calls, faxes, color computer print-outs, high resolution scans, purchase of copyrighted material, photocopies, photography, film and film processing, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$350.00 with cost not to exceed \$750.00

**Working Arrangements**

Designer shall perform the Services at the Designer’s place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business,

Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

**ADA Compliance**

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act ("ADA") requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, however, cannot and does not warrant or guarantee that any phase of the project will comply with ADA guidelines and/or the requirements of other federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

**Designs**

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation. The Designer reserves the right to use any work produced for promotions, such work may be used or reproduced in any reasonable way for marketing needs.

Once again, thank you for this opportunity. We look forward to working with you and your staff.

Respectfully submitted,

Ray Berberich

**BERBERICH DESIGN**

Accepted and agreed to on behalf of:

**CLIENT:**

HDR ENGINEERING INC.

By: \_\_\_\_\_ Date

Its: \_\_\_\_\_

**DESIGNER:**

BERBERICH DESIGN, INC.

By: \_\_\_\_\_ 03/30/2012

Raymond A. Berberich Date

Its: Designer / Owner