

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

Date: February 18, 2014

Project Name & Number: Cell 12 GCCS Expansion  
Project No. SW13-2147

CIP #:

Project Description: To provide professional engineering, design, and bidding services for the expansion of the gas collection and control system required over Cell 12.

Consultant: Burns & McDonnell

Original Contract Amount: \$183,392.00

Original Contract Date: Feb. 19, 2014

Original Completion Date: Oct. 31, 2014

Addendum No:

Amendment Description:

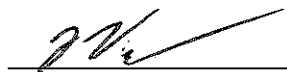
Current Contract Amount: \_\_\_\_\_  
Change Requested: \_\_\_\_\_  
New Contract Amount: \_\_\_\_\_ \$0.00

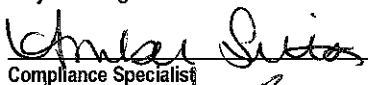
Current Completion Date: \_\_\_\_\_  
New Completion Date: \_\_\_\_\_

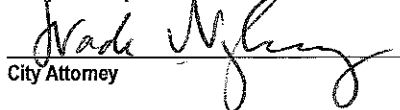
Funding Source This Request:

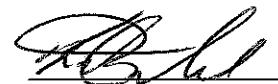
Amount	Dept.	Line Item	Fund	Comments
\$183,392.00	7102	4223	615	
	Total			

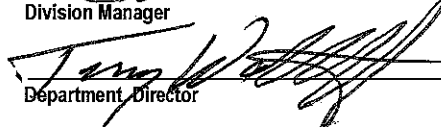
### Agreement Review & Approvals

  
Project Manager \_\_\_\_\_ Date 2-4-14

  
Compliance Specialist \_\_\_\_\_ Date 2/4/14

  
City Attorney \_\_\_\_\_ Date 2/20/14

  
Division Manager \_\_\_\_\_ Date 2-4-14


  
Department Director \_\_\_\_\_ Date 2-19-14

**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		
2/25/14		<input checked="" type="radio"/> Y	<input type="radio"/> N	
		<input type="radio"/> Y	<input checked="" type="radio"/> N	

**Agreement Between City of Rapid City and Burns & McDonnell for Design and  
Bidding Professional Services for Cell 12 GCCS Expansion,  
Project No. SW13-2147**

AGREEMENT made March 4, 2014, between the City of Rapid City, SD (City) and Burns & McDonnell, (Engineer), located at 9785 Maroon Circle, Suite 400, Centennial, Colorado 80112. City intends to obtain services for design and bidding for Cell 12 GCCS Expansion, Project No. SW13-2147. The scope of services is as described within this document and as further described in Exhibit A.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibit A, 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.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.



## 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 Exhibit A.)

## 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 and reimbursable rate schedule described in Exhibit C.

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$183,392 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 per the hourly rates and allowable reimbursable as 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 October 31, 2014 based on an award date of March 04, 2014.

## **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) reasonably 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 accident. 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 claim and not less than \$1,000,000 annual aggregate. Coverage shall be





maintained for at least three years after final completion of the services.

The City has reviewed the insurance certificate attached hereto as Exhibit D, and the parties agree that the coverages and limits listed on the certificate meet the requirements of this Section 7.

**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

\_\_\_\_\_  
BURNS & MCDONNELL

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
JUSTIN VANGRAEFSCHEPE, PROJECT MANAGER

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

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Justin Vangraefschep  
PHONE (605) 355-3496  
EMAIL justin.vanqr@rcgov.org

NAME Fred Doran  
PHONE (952) 656-3616  
EMAIL fdoran@burnsmcd.com



**EXHIBIT A**  
**SCOPE OF ENGINEERING SERVICES**  
**CELL 12 GCCS EXPANSION DESIGN**  
**PROJECT NO. SW13-2147**

**PROJECT DESCRIPTION**

The City of Rapid City Solid Waste Division (hereinafter referred to as City) is preparing to expand the existing landfill gas (LFG) collection and control system (GCCS) at the Rapid City Regional Landfill (hereinafter referred to as Landfill). The expansion will encompass Cell 12, which is approximately 32 acres in size. The expansion will tie into the existing GCCS, which includes 34 vertical gas extraction wells and a 600 standard cubic feet per minute (scfm) enclosed flare.

Burns & McDonnell (hereinafter referred to as Engineer) will provide permitting, engineering, and field services related to GCCS operations enhancements associated with the existing collection system; Cell 12 GCCS expansion system design and bid assistance; and Master Planning for GCCS infrastructure to be installed in the future. Development of an updated GCCS operations manual and Cell 12 GCCS commissioning services are also included within the Scope of Engineering Services.

Engineer understands the City may desire for the current Scope of Engineering Services to be amended in the future to include Cell 12 GCCS expansion construction phase services. We would be pleased to provide a proposed amendment to the Scope of Engineering Services for construction phase services if desired by City representatives in the future.

A detailed Scope of Engineering Services is provided below:

**SCOPE OF ENGINEERING SERVICES**

1. Preliminary Design Phase

1.1. Kick-off Meeting – As part of this task, Engineer will:

- a. Meet with City engineering and Landfill staff to review the project approach and Scope of Work, confirm the schedule, and establish lines of communication. At this meeting, the City will furnish available supporting information required to execute the Scope of Engineering Services (e.g. electronic CAD files). Engineer will provide the City with an information request prior to the meeting.
- b. Accompany City Landfill staff in a meeting with the South Dakota Department of Environment and Natural Resources (DENR) in Pierre, South Dakota to confirm appropriate permitting deliverables/modifications associated with the Cell 12 GCCS expansion and Air Permit renewal, and to obtain additional reports on file with DENR as necessary to execute the Scope of Engineering Services.
- c. Prepare agendas for the Kick-off and DENR meetings and take and distribute meeting minutes.

1.2. Review Existing GCCS – As part of this task, Engineer will:

- a. Review historical GCCS design documents, operations plan, and documentation and LFG modeling, including the operation of the existing flare skid.
- b. Complete up to 4 days of onsite field services to evaluate static water levels within the existing GCCS, provide well field balancing services, and provide calibration of the existing flare skid flow meter and associated equipment.
- c. Identify recommended improvements to the existing GCCS. These recommendations may include operational and well balancing strategies, wellhead replacement, flare skid modifications, and condensate management.
- d. Complete a memorandum summarizing the findings and provide recommendations for optimizing the existing GCCS.

1.3. Review Cell 12 Historical Filling – As part of this task, Engineer will:

- a. Review available waste filling records and survey data of the Cell 12 fill area to determine approximate depth of waste and associated depth of GCCS well installations.

1.4. Title V Air Quality Permit Renewal – As part of this task, Engineer will:

- a. Review the Landfill's existing Title V Air Quality permit and conduct an inventory of existing emissions sources at the Landfill.
- b. Prepare the Title V Permit Renewal Application. The application is anticipated to include an updated facility emissions point map, emissions process flow diagram, DENR permit application forms, a permit narrative discussing proposed changes or modifications, and emissions calculations.
- c. If required by the DENR, Engineer will complete particulate matter dispersion modeling to incorporate the LFG flare into the permit to operate (existing material recovery facility). This additional cost (cost is not included within the current Scope of Engineering Services) for particulate matter dispersion modeling is estimated to be \$9,600.

1.5. Topographic Survey – As part of this task, Engineer will:

- a. Utilize the services of a subcontract South Dakota Licensed Professional Land Surveyor (PLS) for additional survey needs to identify specific areas of concern related to the Cell 12 GCCS expansion. This may include road crossings, existing utility locations, structures, extents of Cell 12 waste, and other items as required by Engineer.
- b. Incorporate the survey into site maps for use in the design of the Cell 12 GCCS Expansion.

1.6. Conceptual Design Submittal – As part of this task, Engineer will:

- a. Develop a GCCS Master Plan for the entire Landfill site. This will include the existing Cells 12 through 17 and future Cells as determined by the proposed Johnson Property Landfill permit expansion. Engineer has assumed that the proposed Johnson Property Landfill permit expansion design (landfill footprint, base grades, final cover, and disposal capacity) will be provided by 'Others' concurrent with the GCCS Master Plan design effort.
- b. Design details for the GCCS header pipe material and sizing, collection lateral pipe material and sizing, valve locations and details, a well schedule, and well design details for Cell 12. Engineer will lay out a conceptual well field expansion plan and header alignment for future build-out. Engineer will incorporate projected growth of the Landfill into a LFG generation and collection model, based on future waste projections and characteristics provided by the City. Engineer will prepare GCCS system head loss calculations to support the future header and lateral pipe sizing. This will be done to ensure the size of the header constructed for Cell 12 Expansion has capacity for future expansions.

- c. Utilize the preliminary LFG header alignment of the GCCS to identify locations for condensate collection and removal.
- d. Evaluate options and make recommendations for tie-in of the new GCCS expansion into the flare skid and existing GCCS. The evaluation will include the review of the installation of an automatic valve for modulating vacuum between the existing and future GCCS expansion areas, manual valve control, or no separation. An automatic valve may include an electric valve or pneumatic valve.
- e. Evaluate condensate generation, collection and management options. Engineer will estimate/calculate future condensate generation quantities based upon anticipated LFG flow rates and temperature drop from the wells to the header piping. The management options to be evaluated include:
  - Maintain the current practice of manually pumping from condensate tanks;
  - Installation of electrically powered, sump, pump, and forcemain system; and
  - Installation of a pneumatically powered (compressed air), sump, pump, and forcemain system.
  - The evaluation will include a conceptual cost evaluation of various management options and provide operational advantages and disadvantages for each option considered.
- f. Complete a Design Report that will summarize the GCCS Master Plan evaluations described above. Engineer will assume that City will provide CAD files related to the proposed Landfill development in the permit expansion design. The GCCS Master Plan Drawings will include an overall site plan with anticipated phasing as it corresponds to planned site development. The phasing will include vertical well locations, header alignments, and condensate sumps for each phase of planned GCCS Expansion. The Design Report will include the 50% draft design submittal for the Cell 12 GCCS Expansion. The 50% draft Cell 12 GCCS design submittal will include:
  - Cover Sheet indicating an index of sheets for project
  - Survey Control Sheet
  - Property Layout and Land Ownership
  - Cell 12 Well Field Plan and Detail Sheets
  - LFG Header Plan, Profile, and Detail Sheets
  - Condensate Management Detail Sheets
  - City Standard Details (e.g., erosion control) Sheets
- g. Three hard copies of the GCCS Master Plan Design Report and the 50% draft Cell 12 GCCS design will be provided. Engineer will present the Design Report to the City to explain the GCCS Master Plan findings and recommendations in a review meeting. The 50% draft GCCS Cell 12 design GCCS Design is planned to be concurrently reviewed with the City. Engineer will incorporate the City's comments.

1.7. Preliminary Cost Estimate – As part of this task, Engineer will:

- a. Will prepare a preliminary cost estimate of the construction of the Cell 12 GCCS Expansion based on recent construction projects in the region.

## 2. Final Design Services

### 2.1. Intermediate (85% draft) Plans and Specifications:

- a. Upon receipt of comments of the 50% draft Cell 12 GCCS design submittal, Engineer will complete an 85% draft design submittal of the plans and specifications. Plans and specifications will be prepared for a unit price construction contract. Plan sheets will be prepared utilizing the latest City of Rapid City Drafting Standards. Detailed specifications will supplement the current City of Rapid City Standard Specifications as necessary. City of Rapid City Standard Specifications and contract documents will be used where applicable.
- b. Engineer will incorporate City's standard specifications, as applicable, in order to minimize any misinterpretation of the work. With a large portion of the work requiring underground utility installation, coordination of existing utilities will be critical. Engineer will coordinate with the City to ensure compliance with City utility requirements.

Intermediate Plans and Specifications will include:

- Project layout indicating well locations, well design, collection lateral pipe sizes, LFG header location and pipe size, condensate sumps and management system, electrical requirements, and the location of the LFG header tie-in to existing or necessary modification to the flare skid to maintain separation between the existing GCCS and new GCCS expansion. The drawings will also include the location of contractor work area with relation to daily operations and traffic patterns.
- A contingency plan for subsurface soil breach when drilling wells over areas in which current municipal solid waste overlies flood debris from the 1970s in the areas of Cells 12, 13, and 14. Engineer will submit the contingency plan to the DENR for review and approval.
- Engineer will coordinate directly with utility companies and PLS to locate existing utilities for the purposes of providing utility locations on Plans. The City will provide City owned utility map for incorporation into the Plans.

In general, it is anticipated that the specifications will consist of the following divisions:

- Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract (City Standard Specifications)
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 26 – Electrical
- Division 31 – Earthwork
- Division 32 – Exterior Improvements

Bid items will be broken down for unit price estimates based on construction quantities. The plan set is expected to contain the following groups of drawings:

- General Drawings – Cover Sheet, Legend and Abbreviations, Survey Plan, Existing Conditions, and General Notes and Specifications
- Bid Drawing – Estimate of Quantities

- Civil Drawings – Well Field and Collection Lateral Plan, LFG Header Alignment Plan and Profile utilizing stationing and offsets, Construction Details for Pipe Cleanouts, Details for Valves and Pipe Connections, Flare Skid Modifications, Road Crossing Details, Final Cover Repair Details, Condensate Lift Station Details, Vertical Gas Well Details, Erosion Control Plan, SWPPP, Erosion Control Notes, and Erosion Control Details
- Electrical Drawings – equipment, private utility details, if required.

In addition, Engineer will:

- Prepare quality assurance and quality control plan (QA/QC plan) for Final Cover reconstruction.
- Prepare well drilling and construction log forms.
- Prepare land disturbance, DENR storm water and City air permits the City will need to execute for the project.
- Attend one City Council meeting, if requested by City.

2.2. Final Plans and Specifications – As part of this task, Engineer will:

- a. Complete the final design submittal incorporating all comments from the City and provide the following:
  - Final Plans and Specifications as described in Subtask 2.1
  - Final QA/QC and traffic control notes
  - Final opinion of probable construction cost (engineer’s estimate) for the project.
- b. Will submit to the City one hard copy and one electronic (.pdf format) of the final plans, specifications and engineer’s estimate. Engineer will also provide electronically AutoCAD drawings including topographic and control point information, and the engineer’s estimate in Microsoft Excel format. The City will submit the plans and specifications to the DENR for approval and Engineer will address any comments or corrections required. It is assumed that the DENR review will require 30 days. This DENR review period is accounted for in the Schedule provided in this Exhibit and contract advertisement should commence upon DENR approval. The City may, at its own risk, advertise the project during the DENR review period but will not be able to award the contract until DENR approval.

2.3. GCCS Start-up and Operation Assistance – As part of this task, Engineer will:

- a. Provide GCCS expansion start-up and integration assistance. This will include assisting City staff with well field balancing and collection optimization. Engineer will assume up to 4 continuous days and 2 days per week for each following two weeks onsite for field services. Engineer will train City staff to operate the GCCS and will provide training for local assistance with our subcontractor, American Engineering and Testing.
- b. Provide a GCCS operation and maintenance manual for City staff. This manual will provide well field balancing strategies, troubleshooting recommendations and necessary monitoring as required by regulations.

A 12 month ongoing assistance task is not included within this Scope of Engineering Services. However, as requested by the City, this work will be provided as part of a proposed amendment to the Scope of Engineering Services for construction phase services if desired by City representatives in the future.

### 3. Bid Administration

3.1. Construction Document Production, Pre-Bid Meeting and Addenda – As part of this task, Engineer will:

- a. Provide up to 25 copies of the Construction Documents for the City for distribution to perspective contractors. As noted above, all Contract Documents will be provided to contractors by the City in order to maintain a comprehensive plan holders list.
- b. Facilitate a pre-bid meeting, including preparation of an agenda, at the Landfill for potential contractors for this project. Meeting notes will be prepared and distributed to the City.
- c. Be available during the bidding period to address contractor questions on the documents and prepare and issue any necessary addenda for City distribution.

3.2. Bid Opening – As part of this task, Engineer will:

- a. Attend the bid opening at the City Finance office to address any questions that may arise during the opening, and assist the City in tabulating the bids for completeness.

3.3. Review Bids and Recommend Contractor – As part of this task, Engineer will:

- a. Review the bidder's proposal and review and sign the City's prepared bid tab.
- b. Prepare an award recommendation to the City and sign the City prepared Award Summary.

### **ASSUMPTIONS**

Engineer has assumed the following additional assumptions.

- City will provide Engineer with necessary information, permits, survey (CADD), other as needed.
- City will provide Engineer with most current aerial survey information as completed under the Permit Expansion Modification project.
- City will review and provide response to Engineer on all submittals from Engineer within one week of receipt.
- City's Landtec GEM will be made available for use by Engineer at no cost.
- Permit fees are assumed to be the responsibility of the City and are not included within the Scope of Engineering Services.
- Locations of the surveyed and City's private utilities will be considered accurate and the actual location of utilities will not be independently verified by Engineer.
- Condensate sump design will not include electrical or pneumatically powered pumps. Condensate management for Cell 12 GCCS Expansion will utilize tanks similar to the existing GCCS and will be pumped into tanker trucks from time to time by the City.
- Electrical design efforts associated with final plan construction will be minimal and will be limited to 24 hours, or one week of office time.
- Engineer will assume up to 11 trips to Rapid City during the system review and design.
- Engineer will assume up to 1 trip to Pierre for meeting with DENR.

### **SCHEDULE/SUBMITTALS**

Engineer will perform the following tasks on or before the deliverable dates shown below:

- Project Kick-off Meeting within one week of Notice to Proceed (NTP)
- Air Permit to Operate Application – April 14, 2014



- Conceptual Design Report Submittal/50% Cell 12 GCCS Expansion Design – Seven weeks from NTP
- 85% Cell 12 GCCS Expansion Design – 10 weeks from NTP
- Final Cell 12 GCCS Expansion Design submitted to the DENR and City for Final Review – 11 weeks from NTP
- Advertise and Bidding – 15 weeks from NTP
- Contractor Award – 20 weeks from NTP
- Start-up Assistance and Training – October 31, 2014

**Exhibit B**  
**City of Rapid City, South Dakota**  
**Rapid City Landfill**  
**Cell 12 GCCS Expansion Design**  
**Project No. SW13-2147**

Project Task	Level 15	Level 12	Level 11	Level 10	Level 9	Level 8	General Office	Labor	Expenses/ Subs	Total Hours	Total
	1.0 - Preliminary Design Services										
1.1 - Kick-off Meeting		8	12					\$ 3,280.00	\$ 1,818.00	20	\$ 5,098
1.2 - Review Existing GCCS	4	8	14		60			\$ 12,248.00	\$ 6,785.50	86	\$ 19,034
1.3 - Cell 12 Historic Filling	2		2	8		8		\$ 2,822.00	\$ -	20	\$ 2,822
1.4 - Title V Air Quality Permit Renewal	4	8	6		36			\$ 7,864.00	\$ 50.00	54	\$ 7,914
1.5 - Topographic Survey			2		8			\$ 1,386.00	\$ 6,000.00	10	\$ 7,356
1.6 - Conceptual Design Submittal	8	32	96		56	100	10	\$ 41,998.00	\$ 1,655.50	302	\$ 43,654
1.7 - Preliminary Cost Estimate	1	1	2	4				\$ 1,274.00		8	\$ 1,274
2 - Final Design Services											
2.1 - Intermediate Plans and Specifications	8	24	60		40	80	8	\$ 30,384.00	\$ 26,545.50	220	\$ 56,930
2.2 - Final Plans and Specifications	4	10	16		32		8	\$ 9,758.00	\$ 3,445.50	70	\$ 13,204
2.3 - GCCS Start-Up and Assistance		8			80	32		\$ 15,528.00	\$ 4,146.50	120	\$ 19,675
3 - Bid Administration											
3.1 - Construction Doc. Production and Prebid Meeting and Addenda			16		10		6	\$ 4,194.00	\$ 895.50	32	\$ 5,090
3.2 - Bid Opening			4					\$ 632.00	\$ 395.50	4	\$ 1,028
3.3 - Review Bids and Recommend Contractor			2					\$ 316.00		2	\$ 316
<b>Total</b>	<b>31</b>	<b>99</b>	<b>232</b>	<b>12</b>	<b>322</b>	<b>220</b>	<b>32</b>	<b>\$ 131,654.00</b>	<b>\$ 51,737.50</b>	<b>948</b>	<b>\$ 183,392</b>

**EXHIBIT C: SCHEDULE OF HOURLY PROFESSIONAL SERVICE BILLING RATES**

**2014 Schedule of Hourly Professional Service Billing Rates**

<b>Position Classification</b>	<b>Classification Level</b>	<b>Hourly Billing Rate</b>
General Office	5	\$61.00
Technician	6	\$72.00
Assistant	7	\$84.00
	8	\$117.00
	9	\$130.00
Field Services		\$130.00
Staff	10	\$143.00
	11	\$158.00
Senior	12	\$173.00
	13	\$188.00
Associate	14	\$201.00
	15	\$213.00
Principal	16	\$219.00
	17	\$225.00

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**Notes:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. The hourly rates shown above are effective from January 1, 2014, through December 31, 2014, and are subject to revision thereafter.
3. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt.

**EXHIBIT C - SCHEDULE OF REIMBURSABLE EXPENSES**

Description	Unit Cost
Personal Mileage	Prevailing Federal Rate
Printing – Black & White	8.5" x 11" - \$0.10/sheet
	11" x 17" - \$0.18/sheet
	22" x 34" Drawings White Bond - \$1.68/sheet
	22" x 34" Drawings Mylar - \$6.00/sheet
Printing – Color	8.5" x 11" - \$1.00/sheet
	11" x 17" - \$2.00/sheet
Long Distance Telephone	At Cost
Postage	At Cost
Courier	2 hour/\$40.00
	1 hour/\$65.00
Travel – Airfare and Rental Car	At Cost
Field Equipment	At Cost
Fleet Vehicle Expense	
Sedan (4-door)	\$58/day + \$0.29/mile
SUV – 4WD	\$65/day + \$0.35/mile
Lodging and Meals	IRS Per Diem Rate (Dept. of Treasury, IRS Publication 1542)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : Zurich American Insurance Company		16535
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC.  
ATTN: LYNDA LEVAN  
PO BOX 419173  
KANSAS CITY MO 64141-6173  
CELINE JOHNSON


**COVERAGES \* CERTIFICATE NUMBER: 12790648 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	TB2-Z41-432888-033	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	AS2-Z41-432888-043	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-Z41-432888-013	12/1/2013	12/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	EOC9140546	12/1/2013	12/1/2014	\$1,000,000 EACH CLAIM & IN THE ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: CELL 12 GCCS EXPANSION, PROJECT NO. SW13-2147. CITY OF RAPID CITY, SOUTH DAKOTA AND ITS REPRESENTATIVES ARE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER (TEN [10] DAYS IN THE EVENT OF NONPAYMENT OF PREMIUM).

**CERTIFICATE HOLDER****CANCELLATION**

<b>12790648</b> CITY OF RAPID CITY, SOUTH DAKOTA 300 SIXTH STREET RAPID CITY SD 57701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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