

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

Date: March 2, 2009

PW022409-17

Project Name & Number: Landfill Leachate Removal and Remediation – Final Design and Bidding **CIP #:** 50694
Project No. LF07-1681

Project Description: Provide field investigation services, final design and bidding services for leachate removal and remediation at the Rapid City Regional Landfill. Design will be in accordance with approach approved by SDDENR during the investigative phase of the project. This is the second phase of a three phase project.

Consultant: Wenck Associates, Inc.

Original Contract Amount: \$ 23,515.00	Original Contract Date: March 2, 2009	Original Completion Date: June 15, 2009
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Amendment Number:

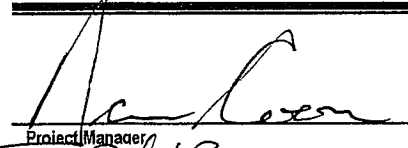
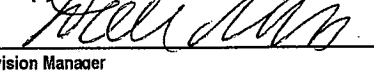
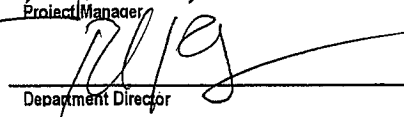
Amendment Description:

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

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$23,515.00	7102	4223	Solid Waste Disposal Fund
\$23,515.00	Total		

Agreement Review & Approvals

 _____ <small>Project Manager</small>	2/16/09 _____ <small>Date</small>	 _____ <small>Division Manager</small>	2-16-09 _____ <small>Date</small>
 _____ <small>Department Director</small>	2-16-09 _____ <small>Date</small>	_____ <small>City Attorney</small>	_____ <small>Date</small>

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		
Appropriation			Y	N
Cash Flow			Y	N

CONSULTING AGREEMENT

PW022409-17

By and Between

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

and

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

For
City of Rapid City
Landfill Leachate Removal and Remediation
Final Design and Bidding Phase
Project No. LF07-1681

This Agreement entered into this 2 day of March, 2009 by and between **City of Rapid City** (hereinafter the **Client**) and **WENCK ASSOCIATES, INC.** (hereinafter the **Consultant**) to provide certain professional engineering services as set forth below.

I. Work to be Performed

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

II. Compensation

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

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

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

III. Independent Contractor

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

IV. Personnel

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

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

V. Responsibilities

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

VI. Changes

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

VII. Assignability

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

VIII. Confidentiality

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

IX. Insurance

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

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

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

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

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

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

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

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

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

X. Representatives

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

XI. Termination

This Agreement shall be effective from March 2, 2009 and shall terminate upon completion of the **Consultant** work hereunder unless sooner terminated by either party by giving sixty days notice of termination in writing to the other party.

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

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

CITY OF RAPID CITY

WENCK ASSOCIATES, INC.

Mayor



Executive Vice President

City Finance Officer

EXHIBIT I

Scope of Services Landfill Leachate Removal and Remediation Final Design and Bidding Phase City Project No. LF07-1681

As per the September 2008, Leachate Mitigation Investigation Report, the recommended option for leachate removal is the Vertical Extraction Well Concept. In the report we proposed two options for removed vertical wells laid out in a parallel manner, or vertical wells laid out in a perpendicular manner. After discussions, Wenck recommend the City of Rapid City proceed with the perpendicular layout as shown on Figure 14 of the report.

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

- Design of the vertical extraction wells, select best suited locations for wells, determine required depth by comparing current topographic information to historic topographic information prior to filling.
- Design leachate conveyance method from wells to existing sanitary sewer. Design of conveyance system to include:
 - Sizing of forcemain (hydraulic analysis).
 - Sizing of pumps, pump screens, pump type, and metering of system.
 - Sizing of manholes.
 - Evaluation of existing sewer capacity to handle flows.
 - Location of control valves.
- Determine and document existing electrical power source location and capacity.
- Design of Electrical needs and controls to include: pump controls, variable frequency drives and meters.
- Evaluation of ease of operations and maintenance during design and incorporation of these items into the design.
- Utilize City specifications for project to include: front ends, contract documents and standard specifications to the extent possible. Wenck's technical specification, due to specialized type of project will be used in conjunction with the City's specifications.
- Attendance at a prebid meeting.
- Assist City through bidding period, preparation of bid tab, bid award recommendation, and assist with preparation of construction documents for the successful bidder.
- Document location of utilities resulting from City One-Call request, for design.

- An initial site visit to kickoff the project and to discuss location of wells, electrical, documentation of utilities, forcemain, manholes, etc. Information will be submitted to the City at 35/65/95 percent complete. A final meeting will be held at the 95 percent complete, with the 35/65 percent complete managed via conference call. An engineer's cost estimate will be included with each submittal

The City will provide the following:

- As built plans of existing sanitary sewer, including recent survey elevation of manhole location, invert, bottom and top.
- Most current topographic information and photography.
- Coordinate utility field locations (One-Call).

Our fees for the above scope are as follows:

Title	Project Manager	Engineer II	Engineer	CADD	Clerical	Expenses	
Rate/Hr	\$161	\$98	\$89	\$89	\$72		
Task						Direct	Total
Design, Bidding, Contract	18	90	65	40	16	\$1,300	\$23,515

Schedule:

- Notice to proceed March 3, 2009.
- One-Call utility location March 4, 2009.
- Project Kick-off meeting March 9, 2009.
- 35% submittal March 23, 2009.
- City review March 30, 2009.
- ~~65% submittal April 13, 2009.~~
- City review April 20, 2009.
- 95% submittal May 4, 2009.

- City review May 14, 2009.
- Final review meeting May 14, 2009.
- Advertise for bids May 23 and 30, 2009.
- Bid Opening June 9, 2009.
- Bid award June 15, 2009.

EXHIBIT II

WENCK ASSOCIATES, INC.
PROFESSIONAL ENGINEERING FEE SCHEDULE
JANUARY 2009

	<u>Hourly Rate</u>
General Office	\$58.00
Clerical	\$64.00
Technician/Word Processor	\$72.00
Field Technician/Sr. Word Processor	\$82.00
Junior Engineer/Junior Scientist	\$89.00
Assistant Engineer/Assistant Scientist	\$98.00
Engineer/Scientist	\$109.00
Engineer II/Scientist II	\$117.00
Engineer III/Scientist III/Designer	\$128.00
Senior Engineer/Senior Scientist	\$139.00
Project Engineer/Project Professional	\$150.00
Supervising Engineer/Supervising Professional	\$161.00

- *Subcontracted services will be billed at cost plus 15 percent.*
- *Mileage will be billed at the IRS approved rate.*
- *Reproductions will be billed at the rate of \$0.15 per copy.*
- *AutoCAD/Intergraph/GIS/Modeling will be billed at a rate of \$10.00/hour.*
- *Invoices are due upon presentation. Invoice balances not paid within forty five (45) days of invoice date are subject to 1-1/2% (18% annual) interest or finance charge.*
- *Rates to be adjusted annually.*