

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

Date: January 5, 2010

**Project Name & Number:** 2010 Greenhouse Gas Emissions Testing

**CIP #:**

**Project Description:** 2010 Calculations of greenhouse gas emissions for landfill.

**Consultant:** American Engineering and Testing, Inc.

**Original Contract Amount:** \$2,000.00

**Original Contract Date:** January 5, 2010

**Original Completion Date:** Dec. 31, 2010

**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
\$2,000.00	7102	4223	615	
<b>Total</b>				

### Agreement Review & Approvals

*John Leahy* \_\_\_\_\_ *16 Dec 09* \_\_\_\_\_  
 Project Manager Date  
*[Signature]* \_\_\_\_\_ *12/18/09* \_\_\_\_\_  
 Compliance Specialist Date  
*[Signature]* \_\_\_\_\_ *12/23/09* \_\_\_\_\_  
 City Attorney Date

*[Signature]* \_\_\_\_\_ *16 Dec 09* \_\_\_\_\_  
 Division Manager Date  
*[Signature]* \_\_\_\_\_ *12-18-09* \_\_\_\_\_  
 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
12/18/09	[Initials]	Y N
Cash Flow		Y N

ORIGINAL

Item #14  
Rev. 03/2009

**AN AGREEMENT BETWEEN THE CITY OF RAPID CITY AND AMERICAN  
ENGINEERING TESTING, INC. FOR CALCULATING GREENHOUSE GAS  
EMISSIONS FOR THE RAPID CITY MUNICIPAL LANDFILL**

This Agreement is made and entered into this 5<sup>th</sup> day of January, 2010, by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City," and American Engineering Testing, Inc., located at 1745 Samco Road, Rapid City, South Dakota 57702, herein after referred to as the "Consultant."

WHEREAS, the City is in need of a firm to calculate green house gas emissions at the Rapid City municipal landfill; and

WHEREAS, the Consultant has the necessary technical expertise to perform such services on behalf of the City; and

WHEREAS, the City wishes to retain the Consultant to perform the professional services so desired; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions of the Consultant's scope of services and the compensation it is to be paid for those services.

NOW THEREFORE, the parties hereby agree as follows:

1. The Consultant agrees to perform the work identified in the Scope of Work, which has been attached hereto and incorporated herein as Exhibit A.
2. The City agrees to compensate the consultant in an amount not to exceed \$2,000.00 for the work performed under this Agreement. The City shall not compensate the Consultant for any work in excess of this amount unless the Consultant first obtains prior permission from the City.
3. The Terms and Conditions attached to the Scope of Work are modified from their original form to reflect removal of the portions which have been crossed out.
4. The parties' rights and obligations under the Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be litigated, and venued, in Pennington County, South Dakota, in the Circuit Court of the Seventh Judicial Circuit for the State of South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

AMERICAN ENGINEERING TESTING, INC.

\_\_\_\_\_  
Date

THE CITY OF RAPID CITY, SOUTH DAKOTA

By \_\_\_\_\_  
Alan Hanks, Mayor Date

ATTEST:

By \_\_\_\_\_  
Jim Preston, Finance Officer Date

(SEAL)



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• GEOTECHNICAL  
• MATERIALS  
• ENVIRONMENTAL

December 10, 2009

Mr. Jerry Wright  
City of Rapid City  
300 Sixth Street  
Rapid City, SD 57701

Subject: Proposal for Calculating Greenhouse Gas Emissions  
for the Rapid City Municipal Landfill  
5555 S. Highway 79  
Rapid City, South Dakota

Dear Mr. Wright:

American Engineering Testing, Inc. (AET) is pleased to present this proposal for performance of calculations of Greenhouse Gas (GHG) Emissions from the Rapid City Municipal Landfill for the year 2010. The work will be performed as outlined below.

As requested, we have attached the following documents required to initiate the contract renewal:

- A contract authorization for calculation of GHG Emissions through 2010. For your convenience, we have signed and attached two copies of the authorization. Please sign both copies, return one to me and keep the other for your records.
- A purpose and work scope for this work.
- An estimate of costs to perform the services as required in the work scope.
- A copy of AET's "General Terms and Conditions", as modified to reflect changes negotiated in previous contracts.
- A Certificate of Liability Insurance naming the City of Rapid City as additional insured.

We look forward to providing calculation of GHG Emissions services to the Rapid City Landfill for the year 2010.

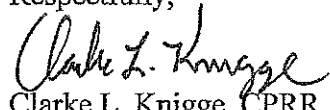
If you have any questions or require additional information, please call us at (605) 388-0029.

PROPOSAL FOR CALCULATION OF GHG THROUGH 2010  
RAPID CITY LANDFILL, RAPID CITY, SOUTH DAKOTA

DECEMBER 10, 2009

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Respectfully,



Clarke L. Knigge, CPRR  
Environmental Scientist  
Project Manager

Attachments

PROPOSAL FOR CALCULATION OF GHG THROUGH 2010  
RAPID CITY LANDFILL, RAPID CITY, SOUTH DAKOTA

DECEMBER 10, 2009

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**PROPOSAL FOR CALCULATION OF GREENHOUSE  
GAS EMISSIONS THROUGH 2010  
RAPID CITY LANDFILL  
RAPID CITY, SOUTH DAKOTA**

**December 10, 2009**

**AUTHORIZATION**

**FOR THE CLIENT:**

**Client:** City of Rapid City, Rapid City Landfill

**Authorized Signature:** \_\_\_\_\_

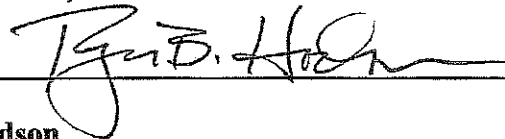
**Typed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ACCEPTANCE**

**FOR AMERICAN ENGINEERING TESTING, INC:**

**Authorized Signature:** 

**Typed Name:** Roger B. Hodson

**Title:** Senior Environmental Project Manager

**Date:** 12/10/09

CLK

PROPOSAL FOR CALCULATION OF GHG THROUGH 2010  
RAPID CITY LANDFILL, RAPID CITY, SOUTH DAKOTA

DECEMBER 10, 2009

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**PROPOSAL FOR CALCULATION OF GREENHOUSE  
GAS EMISSIONS THROUGH 2010  
RAPID CITY LANDFILL  
RAPID CITY, SOUTH DAKOTA**

**December 10, 2009**

**AUTHORIZATION**

**FOR THE CLIENT:**

**Client:** City of Rapid City, Rapid City Landfill

**Authorized Signature:** \_\_\_\_\_

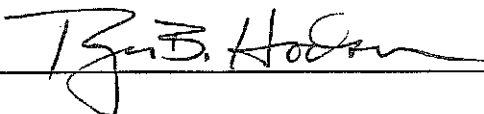
**Typed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ACCEPTANCE**

**FOR AMERICAN ENGINEERING TESTING, INC:**

**Authorized Signature:** 

**Typed Name:** Roger B. Hodson

**Title:** Senior Environmental Project Manager

**Date:** 12/10/09

CLK

PROPOSAL FOR SAMPLING, ANALYSIS AND REPORTING  
RELATED TO 2010 ENVIRONMENTAL MONITORING  
RAPID CITY LANDFILL, RAPID CITY, SOUTH DAKOTA

DECEMBER 10, 2009

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**PURPOSE AND SCOPE OF WORK TO BE PERFORMED**

The purpose of our work on the project will be to assist the City of Rapid City in Compliance with the Environmental Protection Agency regulations specified in 40 CFR Parts 98, "Mandatory Greenhouse Gas Reporting" Subparts A and HH, October 30, 2009.

In order to accomplish the above purpose we propose to provide professional services to the City of Rapid City in the form of labor, equipment, supplies, insurance, and other necessary work components necessary to perform the following tasks for Rapid City's Solid Waste Operations Division:

1. Utilizing historical scale data to calculate GHG Emissions through 2009, to provide information on whether the Rapid City Municipal Landfill is likely to exceed the 25,000 metric ton GHG Emissions limit that would trigger the requirement to perform the mandatory reporting of GHG Emissions to the EPA at the end of 2010;
2. Utilizing the historical scale date through the end of 2010 to calculate GHG Emissions for the Rapid City Municipal Landfill. This information will be provided to the City of Rapid City for their records. If the GHG Emissions are calculated to exceed the mandatory reporting limit, providing the GHG Emissions information to the City of Rapid City in a format required for submittal to either the SDDENR or EPA.

**ESTIMATE OF PROJECT COSTS**

AET will perform the above scope of work on a time and materials basis, not to exceed \$2,000.00. A cost breakdown is attached.



**2010 Greenhouse Gas Emissions Calculations**

**GREENHOUSE GAS EMISSIONS CALCULATIONS**

Project Manager	5	hours	@	\$	70.00	=	\$	350.00
Staff Professional	24	hours	@	\$	65.00	=	\$	1,560.00
Senior Review	1	hours	@	\$	90.00	=	\$	90.00
<b>TOTAL - GREENHOUSE GAS EMISSION CALCULATIONS</b>							<b>\$</b>	<b>2,000.00</b>

SERVICE AGREEMENT, TERMS AND CONDITIONS

Page 1 of 2

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of Americas 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. Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.

1.2 - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. 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 work. If new information becomes available during AET's work, 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 - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and 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 - Work by AET often includes 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 the samples, 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.

SECTION 2 - SITE ACCESS AND RESTORATION

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

2.2 - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, 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 work 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 work. 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 will perform 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. No other warranty is implied or intended.

SECTION 7 - INSURANCE

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

SERVICE AGREEMENT - TERMS AND CONDITIONS

SECTION 8 - DELAYS

If AET work delays are caused by Client, 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.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1 1/2% 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.

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 - Client and AET agree that any claim, dispute or other matter or question arising out of or related to this Agreement shall be subject to mediation or a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

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

11.1 - 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 hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, 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 hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, 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.

SECTION 13 - LIMITATION OF LIABILITY

13.1 - Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$10,000 or shall not exceed the project fee, whichever is greater.

*the limits of any insurance coverage*

SECTION 14 - TERMINATION

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

SECTION 15 - 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 16 - 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 ~~Missouri~~ South Dakota, 7th Judicial Circuit, Rapid City, Penn. Co.

SECTION 17 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.