

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

Date: February 18, 2014

Project Name & Number: Cells 13, 14, & 17 Final Cover System
Project No. SW13-2146

CIP #:

Project Description: To provide professional engineering, design, and bidding services for the final cover system required to be installed over Cells 13, 14, & 17.

Consultant: Geo-Logic Associates, Inc.

Original
Contract Amount: \$96,940.00

Original
Contract Date: Feb. 19, 2014

Original
Completion Date: July 1, 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
\$96,940.00	7102	4223	615	
	Total			

Agreement Review & Approvals


Project Manager _____ 2-4-14
Date


Division Manager _____ 2-4-14
Date


Compliance Specialist _____ 2/4/14
Date


Department Director _____ 2-4-14
Date


City Attorney _____ 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
2/5/14		(Y) N
Appropriation		Y N
Cash Flow		Y N

**Agreement Between City of Rapid City and Geo-Logic Associates, Inc. for Design
and Bidding Professional Services for Cells 13, 14, & 17 Final Cover System
Project No. SW13-2146**

AGREEMENT made February 19, 2014, between the City of Rapid City, SD (City) and Geo-Logic Associates, Inc. (Engineer), located at 13949 West Colfax Avenue, Suite 220, Lakewood, CO 80401. City intends to obtain services for design and bidding for Cells 13, 14, & 17 Final Cover System, Project No. SW13-2146. 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.)
- 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 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 \$96,940.00 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 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 July 1, 2014 based on an award date of February 19, 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) 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, 7th 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

GEO-LOGIC ASSOCIATES, INC.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

JUSTIN VANGRAEFSCHPE, PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

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

NAME Bryan Fritzler
PHONE (303) 232-3310
EMAIL bfritzler@geo-logic.com



EXHIBIT A
SCOPE OF ENGINEERING SERVICES
CELLS 13, 14, & 17 FINAL COVER SYSTEM DESIGN
PROJECT NO. SW13-2146

PROJECT DESCRIPTION:

The City of Rapid City Solid Waste Division (City) is preparing to place final cover over Cells 13, 14, & 17, which encompass approximately 42 acres. Cells 13 and 14 reached final capacity last year; Cell 17 is currently active, but the City anticipates it will reach capacity this year. Cells 13, 14, & 17 are located in the center of the existing landfill, approximately 1500 feet west of the existing scale house.

Geo-Logic Associates (GLA) will provide engineering design services related to this project. These services may include the design, bidding, and construction services required for the installation and placement of a low permeability clay cap (or approved alternative) over the in-place municipal solid waste (MSW) in Cells 13, 14, & 17. The South Dakota Department of Environment and Natural Resources (DENR) requires the landfill to commence closure activities within 30 days of an MSW cell reaching final capacity, and to complete it within 180 days. Due to Cells 13 and 14 reaching capacity in the fall, and Cell 17 being currently active, DENR has granted an extension to the City until favorable weather is seen this year.

SCOPE OF SERVICES

TASK 1 – PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary for the preliminary design of the final cover system; it may include the following itemized services:

Task 1.A Project Management, Administration

- i. Kick-off meeting with the City
- ii. Kick-off meeting with DENR
- iii. As-needed project management meetings and administration
- iv. Obtain and review background documents, permits, drawings, CAD files, etc.

Task 1.B Survey

- i. Topographical survey of 42 acre area to be capped
- ii. Determination of remaining capacity
- iii. Determination of any areas with overfill
Field staking (cut or fill) areas not to grade

Task 1.C Geotechnical Investigation

- i. Soil borings of Kahler Property, Cells 18 & 19, and Johnson Property (if necessary)
Determine areas and quantities of suitable intermediate cover and capping material

- Task 1.D Conceptual Design Report
- i. Assess prescriptive final cover system vs. alternatives
 - ii. Design final cover system cross-section
 - iii. Determine quantities of material required to be moved
 - iv. Incorporate final cover system into adjacent capped cells
 - v. Prepare permit amendment documents if alternative cover system is to be used

- Task 1.E Conceptual Drawings
- i. Site layout and limits of construction
 - ii. Borrow areas
 - iii. Proposed contours and tie-ins to existing cells
 - iv. Layout of haul roads for contractors and access roads for daily operations
 - v. Determine construction phasing sequence (if necessary)
 - vi. Prepare preliminary cost estimate of construction

TASK 2 – FINAL DESIGN SERVICES:

This task consists of all services necessary for final design of this project; it may include the following itemized services:

- Task 2.A Project Management, Administration
- i. Address City comments from Conceptual Design Report
 - ii. Meeting with DENR to discuss Conceptual Design Report
As-needed project management and administration
- Task 2.B Final Design Report
- i. Incorporate comments from City staff and DENR
 - ii. Provide design calculations for final cover system
Submit final report to DENR for review and approval
- Task 2.C Final Construction Drawings & Specifications
- i. Prepare 50% and 85% complete plan sets to City for review and comment
 - ii. Address City comments and prepare 100% complete plan sets
 - iii. Prepare project specifications using City standard front end documents
 - iv. Submit final plans and specifications to DENR for review and approval
 - v. Prepare final “Engineer’s Estimate” of construction costs
Prepare and/or identify all necessary permits required by the City or contractor

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project; it may include the following:

Task 3.A Project Management, Administration

- i. Provide at least 25 copies of the final plan sets and specifications to be issued to prospective bidders and their sub-contractors
- ii. Arrange and conduct a Pre-Bid Conference including agenda; record attendance and minutes and distribute to all attendees
- iii. Prepare and issue addenda to the bid documents (if necessary)
- iv. Attend Public Works Committee and City Council meetings (if necessary)
- v. Assist City staff with technical questions from contractors
- vi. Review bidder's proposals and review and sign the City Engineering Services prepared Bid Tab
Prepare an award recommendation letter

TASK 4 – BASIC CONSTRUCTION SERVICES

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage. Upon receipt of contractor bids and administration of the Bidding Services, GLA may enter into negotiations with the City regarding costs and schedule required to provide Basic Construction Services. At the City's discretion, GLA may be awarded the Basic Construction Services contract for this project as an amendment to the original contract. Basic Construction Services may include the following itemized services:

- 4.1 Review construction contract documents and other submittals from the contractor and submit to the City Project Manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.
- 4.2 Prepare Notice to Proceed for City Project Manager signature and distribution to contractor for execution.
- 4.3 Arrange and conduct a Pre-Construction Conference including agenda; record attendance and minutes and distribute to all attendees.
- 4.4 Provide written clarification regarding drawing and specification questions.
- 4.5 Provide recommendations to unknown conditions that may appear during construction.
- 4.6 Review and take action on shop drawings, product submittals, test results, and other submittals.

- 4.7 Prepare “As-Built” plans and specifications. “As-Built” plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2008 or newer format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a “Notice to Proceed” for Task 5 services, then the City shall forward construction record documents for preparing the “As-Built” plans and specifications.

TASK 5 – EXPANDED CONSTRUCTION SERVICES: This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage. Upon receipt of contractor bids and administration of the Bidding Services, GLA may enter into negotiations with the City regarding costs and schedule required to provide Expanded Construction Services. At the City’s discretion, GLA may be awarded the Expanded Construction Services contract for this project as an amendment to the original contract. Expanded Construction Services may include the following itemized services:

- 5.1 Mark removal limits of appropriate items.
- 5.2 Prepare Public Service Announcements (PSA’s) for the City, which will be responsible for distribution to all local media. Copies of PSA’s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 5.3 Appropriately notify affected Property Owners.
- 5.4 Arrange and conduct appropriate progress meetings; record attendance and minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as storm water culverts, the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector’s Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5.7 Perform stormwater inspections, prepare reports; and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.

- 5.8 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.9 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.10 Prepare and submit monthly pay request information.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 Prepare and submit City of Rapid City project “Construction Project Close-out Checklist” indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor.
- 5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Prepare a letter to DENR notifying them of project completion.
- 5.16 Ensure Contractor’s two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.17 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City’s two year warranty period.

GLA ASSUMPTIONS

- Task 1.A All files, permits and CADD files are readily available and can be transmitted to GLA in a timely manner.
- Meeting times and trips are approximated to the expected length of the project; additional time may be required as requested by the City.
- Task 1.B Cost for the aerial of the 42-acre capped area is included in the cost provided in the permit project.
- Task 1.B GLA has proposed 30 hours of a two person survey crew as requested by the City. Additional as-needed surveying above 30 hours is not covered,
- Task 1.C GLA has estimated approximately 6 boreholes or test pits on the 3 potential on-site areas (Kahler property, Cells 18 and 19 and Johnson property). Existing soil data will be reviewed to best determine boring locations.
- Task 4 Not in this scope of work per the City’s request
- Task 5 Not in this scope of work per the City’s request

PROJECT SCHEDULE:

Below is an anticipated project schedule corresponding to the above listed scope of services:

Contract Negotiations Complete	January 31, 2014
Notice to Proceed with Design	February 18, 2014
Preliminary Design Services Complete	April 11, 2014
Final Design Services Complete	June 6, 2014
Project Bid Opening Date	June 24, 2014
Project Construction Begins	July 14, 2014
Project 100% Construction Complete	September 30, 2014

**EXHIBIT B
COST SUMMARY
CELLS 13, 14 & 17 FINAL COVER SYSTEM
PROJECT NO. SW13-2146**

TASK 1 - PRELIMINARY DESIGN SERVICES	\$52,900.00
TASK 2 - FINAL DESIGN SERVICES	\$33,500.00
TASK 3 - BIDDING SERVICES	\$10,540.00
TOTAL:	\$96,940.00

**EXHIBIT B
COST SUMMARY
CELLS 13, 14 & 17 FINAL COVER SYSTEM
PROJECT NO. SW13-2146**

TASK 1 - PRELIMINARY DESIGN SERVICES				
SUBTASK 1.A -Project Management, Administration				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	8	\$210.00	\$1,680
Supervising Professional	hrs	32	\$180.00	\$5,760
Senior Professional	hrs	32	\$165.00	\$5,280
Clerk	hrs	8	\$55.00	\$440
Total Personnel Costs		80		\$13,160
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$500.00	\$500
Travel Costs	trip	3	\$1,000.00	\$3,000
Equipment and Direct Expenses Subtotal				\$3,500
Subtask 1.A Total				\$16,660
SUBTASK 1.B- SURVEY				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Supervising Professional	hrs	2	\$180.00	\$360
Survey (Crew and Equipment) - as needed	hrs	30	\$125.00	\$3,750
Project Professional I	hrs	16	\$120.00	\$1,920
Total Personnel Costs		48		\$6,030
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$200.00	\$200
Equipment and Direct Expenses Subtotal				\$200
Subtask 1.B Total				\$6,230
SUBTASK 1.C - GEOTECHNICAL INVESTIGATION				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	2	\$210.00	\$420
Supervising Professional	hrs	16	\$180.00	\$2,880
Drilling and Sampling (includes geologist)	hrs	32	\$165.00	\$5,280
Clerk	hrs	4	\$55.00	\$220
Total Personnel Costs		54		\$8,800
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Borrow Source Low Permeability Soil Testing				
Modified Proctor(ASTM D1557)	test	6	\$135.00	\$810
Particle Size Analysis (ASTM D422)	test	6	\$210.00	\$1,260
Soil Classification (ASTM D2487)	test	6	\$75.00	\$450
Atterberg Limits(ASTM D4319)	test	6	\$75.00	\$450
Laboratory Hydraulic Conductivity (ASTM D5084)	test	6	\$260.00	\$1,560
Travel Costs	trip	1	\$1,000.00	\$1,000
Phone/Postage/Reproduction	lump sum	1	\$200.00	\$200
Equipment and Direct Expenses Subtotal				\$5,730
Subtask 1.C Total				\$14,530
SUBTASK 1.D - CONCEPTUAL DESIGN REPORT				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	2	\$210.00	\$420
Supervising Professional	hrs	12	\$180.00	\$2,160
Senior Professional	hrs	12	\$165.00	\$1,980
Project Professional I	hrs	8	\$120.00	\$960
Staff Professional	hrs	20	\$90.00	\$1,800
Clerk	hrs	4	\$55.00	\$220
Total Personnel Costs		58		\$7,540
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$200.00	\$200
Equipment and Direct Expenses Subtotal				\$200
Subtask 1.D Total				\$7,740

SUBTASK 1.E- CONCEPTUAL DRAWINGS				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	2	\$210.00	\$420
Supervising Professional	hrs	12	\$180.00	\$2,160
Senior Professional	hrs	12	\$165.00	\$1,980
Project Professional I	hrs	8	\$120.00	\$960
Staff Professional	hrs	20	\$90.00	\$1,800
Clerk	hrs	4	\$55.00	\$220
Total Personnel Costs		58		\$7,540
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$200.00	\$200
Equipment and Direct Expenses Subtotal				\$200
Subtask 1.E Total				\$7,740
TASK 1 TOTAL COSTS		298		\$52,900

TASK 2 - FINAL DESIGN SERVICES				
SUBTASK 2.A -Project Management, Administration				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	4	\$210.00	\$840
Supervising Professional	hrs	32	\$180.00	\$5,760
Clerk	hrs	8	\$55.00	\$440
Total Personnel Costs		44		\$7,040
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$500.00	\$500
Travel Costs	trip	2	\$1,000.00	\$2,000
Equipment and Direct Expenses Subtotal				\$2,500
Subtask 2.A Total				\$9,540

SUBTASK 2.B- FINAL DESIGN REPORT				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	4	\$210.00	\$840
Supervising Professional	hrs	16	\$180.00	\$2,880
Senior Professional	hrs	24	\$165.00	\$3,960
Project Professional I	hrs	24	\$120.00	\$2,880
Staff Professional	hrs	16	\$90.00	\$1,440
Clerk	hrs	8	\$55.00	\$440
Total Personnel Costs		92		\$12,440
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$200.00	\$200
Equipment and Direct Expenses Subtotal				\$200
Subtask 2.B Total				\$12,640

SUBTASK 2.C - FINAL CONSTRUCTION DRAWINGS AND SPECIFICATIONS				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	4	\$210.00	\$840
Supervising Professional	hrs	8	\$180.00	\$1,440
Senior Professional	hrs	16	\$165.00	\$2,640
Project Professional I	hrs	24	\$120.00	\$2,880
Staff Professional	hrs	32	\$90.00	\$2,880
Clerk	hrs	8	\$55.00	\$440
Total Personnel Costs		92		\$11,120
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction	lump sum	1	\$200.00	\$200
Equipment and Direct Expenses Subtotal				\$200
Subtask 2.C Total				\$11,320
TASK 2 TOTAL COSTS		228		\$33,500

TASK 3 - BIDDING SERVICES				
SUBTASK 3.A -Project Management, Administration				
Description				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional	hrs	4	\$210.00	\$840
Supervising Professional	hrs	32	\$180.00	\$5,760
Clerk	hrs	8	\$55.00	\$440
Total Personnel Costs		44		\$7,040
ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description				
Phone/Postage/Reproduction (25 copies of final docs)	lump sum	1	\$2,500.00	\$2,500
Travel Costs	trip	1	\$1,000.00	\$1,000
Equipment and Direct Expenses Subtotal				\$3,500.00
TASK 3 TOTAL COSTS				\$10,540.00

TASK COSTS	\$96,940.00
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**EXHIBIT C
MOUNTAIN REGION
2013-2014 FEE SCHEDULE**

<u>PROFESSIONAL STAFF</u>	<u>UNIT RATE</u>
Staff Professional	\$95.00/Hour
Project Professional I.....	120.00/Hour
Project Professional II.....	145.00/Hour
Senior Professional.....	165.00/Hour
Supervising Professional	180.00/Hour
Principal Professional.....	210.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

<u>FIELD/LABORATORY STAFF</u>	
Technician I	60.00/Hour
Technician II	70.00/Hour
Senior Technician (or Minimum Prevailing Wage)	78.00/Hour
Supervising Technician	90.00/Hour
Managing Technician	105.00/Hour

<u>SUPPORT STAFF</u>	
CADD/Designer.....	75.00/Hour
CADD Operator/Geotechnical Draftsperson	65.00/Hour
Geotechnical Clerk/Typist	55.00/Hour
Word Processor.....	60.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

<u>EQUIPMENT CHARGES</u>	
BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization).....	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI).....	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinator	250.00/Day

<u>EXPENSES</u>	
Vehicle Use for Field Services.....	12.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.).....	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.).....	Cost + 15%

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PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.



2013-2014 FEE SCHEDULE

<u>SOIL TESTING</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Atterberg Limits (LL, PL, and PI)	D4318	\$140.00/Test
California Bearing Ratio (excluding moisture-density curve)	D1883	190.00/Point
Chloride Content		50.00/Test
Corrosivity Series (resistivity, pH, sulfate, chloride)		170.00/Test
Consolidation Test (without rate data -- up to 8 loading increments)	D2435	150.00/Test
Consolidation Test (single point)	D2435	95.00/Test
Consolidation Test Rate Data (per load increment)	D2435	60.00/each
Direct Shear Test (at natural moisture)	D3080	65.00/Point
Direct Shear Test (saturated -- strain rate 0.0084 inch/min.)	D3080	75.00/Point
Direct Shear Test (saturated, recycled -- strain rate 0.0084 inch/min.) ...	D3080	120.00/Point
Direct Shear Test (consolidated drained)	D3080	150.00/Point
Direct Shear Test (consolidated drained, residual)	D3080	200.00/Point
Direct Shear Test (large shear box, 12 x 12)	D3080	270.00/Point
Expansion Index Test	D4829	125.00/Test
Grain-Size Analysis - Sand-Clay, including Hydrometer	D422/D6913	150.00/Test
Grain-Size Analysis - Gravel-Clay, including Hydrometer	D422/D6913	185.00/Test
Harvard Miniature Compaction Test		235.00/Test
Mechanical Analysis, Percent Passing #200	D1140/C117	65.00/Test
Mechanical Analysis - Sand or Gravel (no wash)	D422/C136	70.00/Test
Mechanical Analysis - Sand and Gravel	D422/C136	155.00/Test
Mechanical Analysis - Sand or Gravel	D422/C136	120.00/Test
Mechanical Analysis - Minus 3" to 200 Sieve, Full Sieve	D422/C136	130.00/Test
Moisture Content	D2216/D4643	16.00/Test
Moisture Density Curve for Compacted Fill (4-inch Mold)	D698	150.00/Test
Moisture Density Curve for Compacted Fill (6-inch Mold)	D698	175.00/Test
Moisture-Density Curve for Compacted Fill (4-inch Mold)	D1557	160.00/Test
Moisture-Density Curve for Compacted Fill (6-inch Mold)	D1557	190.00/Test
Moisture-Density Single Point	T272	80.00/Test
Moisture-Density Curve	Cal 216	160.00/Test
Organic Matter	D2974	85.00/Test
Permeability (falling head)	CAL220	180.00/Test
Permeability (flexible wall)	D5084	300.00/Test
Permeability (rigid wall - constant head pressure, 2" to 8" mold)	D2434	250.00/Test
Permeability (rigid wall - constant head pressure, 12" mold)	D2434	410.00/Test
Permeability (additional consolidation stresses)		95.00/stage
Permeability (air)	D6539	285.00/Test
Pinhole Dispersion Test; 4 increments (remold sample)	D4647	400.00/Test
Resistance Value	D2844	210.00/Test
Resistivity & pH Test	Cal 532 or 643	90.00/Test
Sand Equivalent	Caltrans 217/D2419	75.00/Test
Soil pH	D4972	55.00/Test
Specific Gravity - Fine-Grained Soils	D854	75.00/Test
Sulfate Content		50.00/Test

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<u>SOIL TESTING (continued)</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Triaxial Compression Test (CD).....	D4767 (modified)	575.00/Point
Triaxial Compression Test (CU with pore pressure).....	D4767	425.00/Point
Triaxial Compression Test (UU).....	D2850	125.00/Test
Triaxial Compression Test [Stage (Progressive) Test; CU]	D4767	1,000.00/Set
Unconfined Compression Test (undisturbed sample).....	D2166	75.00/Test
Unit Dry Weight and Moisture Content (undisturbed sample).....	D7263/D2216	22.00/Test

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



2013-2014 FEE SCHEDULE

<u>AGGREGATE TESTING</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Clay Lumps and Friable Particles	C142	\$80.00/Test
Crushed Particles (Fractured Faces)		95.00/Test
Durability Index – Fine	D3744	120.00/Test
Durability Index – Coarse	D3744	140.00/Test
Flat and Elongated Particles	CRD119, 120	105.00/Test
Injurious Organic Matter	C40	60.00/Test
Insoluble Residue in Carbonate Aggregates	D3042	275.00/Test
Lightweight Pieces in Aggregate	C123	95.00/Test
Los Angeles Abrasion Test (500 revolutions)	C131	160.00/Test
Los Angeles Abrasion Test (1000 revolutions)	C535	180.00/Test
Mechanical Analysis - Sand or Gravel (dry sieve)	C136	70.00/Test
Mechanical Analysis (wash 200 sieve)	C117	65.00/Test
Mechanical Analysis (fine with wash 200 sieve)	C136	100.00/Test
Rapid Determination of Carbonate Content of Rock	4373	120.00/Test
Sample Crushing		75.00/Hour
Sand Equivalent	D2419	75.00/Test
Specific Gravity, Bulk, SSD with Absorption	C128/C127	110.00 Each
Sulfate Soundness, per sieve size	C88	135.00/Test

<u>ROCK TESTING</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Density	D7263	\$35.00/Test
Density, Porosity, Specific Gravity, Water Content		110.00/Test
Indirect Tensile Strength (Brazilian), Single Break	D3967	55.00/Test
Indirect Tensile Strength (Brazilian), 10-15 Breaks	D3967	210.00/Test
Point Load Index, Single Break	D5731	35.00/Test
Point Load Index, 10-15 Breaks	D5731	180.00/Test
Rip-Rap (wet / dry, 10 cycles)	D5318	1,000.00/Test
Rip-Rap (freeze / thaw, 10 cycles)	D5312	800.00/Test
Rip-Rap (specific gravity)	D6473	110.00/Test
Rip-Rap Soundness (sodium)	D5240	400.00/Test
Rock Joint Direct Shear		260.00/Point
Rock Joint Direct Shear, additional normal load		95.00/Test
Slake Durability	D4644	200.00/Test
Triaxial Compression, with Young's modulus and Poisson's ratio		495.00/point
Uniaxial Strength (peak only; 2.5" maximum)	D7012	130.00/Test
Uniaxial Strength (with stress-strain curve)		call for quote
Uniaxial Strength (with stress-strain curve, add modulus and Poisson ratio)		call for quote
Rock preparation, cutting, and grinding		85.00/Hour

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



2013-2014 FEE SCHEDULE

<u>GEOSYNTHETIC MATERIALS</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<i>Seam Coupon Series (thickness, peel, and shear)</i>		
Set of 5 each (Quantity 1-10)	D6392	\$75.00/Test
Set of 5 each (Quantity 10 or more).....	D6392	55.00/Test
Asperity Height.....	GRI GM12	35.00/Test
Liner Puncture Testing up to 350 psi.....		260.00/Test
Liner Puncture Testing over 350 psi.....		410.00/Test
 <i>Large Scale Direct Shear (ASTM D5321 and D6321)</i>		
Geosynthetic vs Geosynthetic – Method A.....		210.00/Point
Soil vs Geosynthetic Friction – Method B		260.00/Point
GCL Internal Shear.....		310.00/Point
Shear Speed (<0.04)		110.00/Point
(Shear rate dependent on soil drainage characteristics and engineering specifications)		
Substrate Remolding Fee		60.00/Test
Additional Saturation Time (>24 hours)		60.00/Day
 <i>GCL Testing</i>		
Index Flux Testing.....	D5887	270.00/Test
Fluid Loss	D5891	75.00/Test
Swell Index	D5890	70.00/Test
Mass per Unit Area.....	D5993	70.00/Sample
Custom Liner Testing.....		call for quote

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.