

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

Date: February 23, 2010

Project Name & Number: Landfill Gas Collection System; LF09-1795

CIP #: 50762

Project Description: Construction Phase Services for installation of a landfill gas collection system at the Rapid City Landfill.

Consultant: Wenck Associates, Inc.

Original Contract Amount: \$64,161.00

Original Contract Date: March 1, 2010

Original Completion Date: October 1, 2010

Addendum No:

Amendment Description:

Current Contract Amount: \$64,161.00

Current Completion Date: October 1, 2010

Change Requested:


New Contract Amount: \$64,161.00

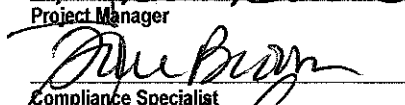
New Completion Date: October 1, 2010

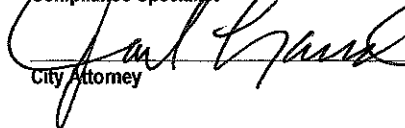
Funding Source This Request:


Amount	Dept.	Line Item	Fund	Comments
\$64,161.00	7102	4223	615	
\$64,161.00	Total			


Agreement Review & Approvals

 2/10/10
 Project Manager Date

 2/11/10
 Compliance Specialist Date

 2/12/10
 City Attorney Date

 2-11-10
 Division Manager Date

 2-12-10
 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
Appropriation	2/16/10	JR	<input checked="" type="radio"/> Y <input type="radio"/> N
Cash Flow			<input checked="" type="radio"/> Y <input type="radio"/> N

CONSULTING AGREEMENT

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
Construction Phase Services
Landfill Gas Collection System
Project No. LF09-1795

This Agreement entered into this 1 day of March, 2010 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. Rodney Ambrosie will be the representative for the **Consultant** for the purpose of this Agreement. **Mr. Klare Schroeder** will be the **Client's** representative for the purposes of this Agreement.

XI. Termination

This Agreement shall be effective from March 1, 2010 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 March 1, 2010.

Approved as to form and execution this 1 day of March, 2010.

CITY OF RAPID CITY

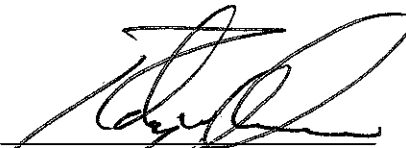
WENCK ASSOCIATES, INC.

Mayor



Principal

City Finance Officer



Executive Vice President

Exhibit I

Scope of Services Construction Phase Services Landfill Gas Collection System Rapid City Landfill Project No. LF09-1795

This scope of services is for providing limited construction phase services for the Landfill Gas Collection System Project (Project No. LF09-1795). The project includes the installation of thirty-eight (38) landfill gas extraction wells, associated piping, condensate storage tanks and a blower/flare system.

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

- Attend and facilitate a preconstruction meeting.
 - Prepare agenda.
 - Points of emphasis.
- Observation of installation of the wells, Wenck is planning on performing full time observation during two one week periods. This will enable us to confirm locations of wells and leachate elevations.
 - Confirm locations of extraction wells
 - Confirm leachate elevations.
 - Provide training/guidance to City personnel on the correct well installation procedures.
- Observation of piping installation, Wenck is planning on performing full time observation during two one week period.
 - Wenck will coordinate work with contractor.
 - Wenck will ensure project specifications are being met.
 - Provide training/guidance to City personnel on the correct piping installation procedures.
- Observation of the blower/flare installation, Wenck is planning on performing full time observation during two one week periods.
 - Wenck will coordinate work with contractor.
 - Wenck will ensure project specification and manufacturers requirements are met.
 - Provide training/guidance to City personnel on the correct blower/flare installation procedures.
- Submittal and contractor pay request review and approvals
 - Wenck will review, comment and approve or disapprove submittals.
 - Wenck will review contractor pay request for accuracy and make recommendation to the

- City.
- Review of required documents per U.S. Department of Energy Grant (Davis Bacon and buy American).
 - Periodic Teleconference meetings
 - Wenck will be involved in teleconference meetings as required through out the project.
 - Wenck will facilitate teleconference meetings as required.
 - Wenck will prepare meeting minuts.
 - Final walk through and startup.
 - Wenck will plan on being onsite for five days to complete a final walk through of the system and be present during startup of the system.
 - Assemble documentation report.
 - Shop drawings
 - Survey
 - Soil data
 - Density testing
 - As-built drawings

The City will provide the following:

- Field notes during times that Wenck is not on-site.
- Pictures of construction procedures during times that Wenck is not on-site.
- An update of construction progress through out project duration.

Our fees for the above scope are as follows:

Title	Supervisor Engineer	Assistant Engineer	*Technician	Junior Engineer	Word Processor	Labor Total	Expenses	
	\$161/hr	\$98/hr	\$64/hr	\$89/hr	\$72/hr		Direct	Total
Preconstruction Meeting		3	3			\$486	\$1,100	\$1,586
Field Observation	10	80	240		4	\$25,098	\$14,964	\$40,062
Submittals, pay request review & approvals	4	35	10		4	\$5,002	\$215	\$5,217
Periodic Teleconference Meetings	5	10	5			\$2,105		\$2,105
Final Walk through/startup		40	40			\$6,480	\$3,546	\$10,026
Documentation Report	4	10	20	15	8	\$4,815	\$350	\$5,165
							Total Fees	\$64,161

* Technician is listed at a reduced rate

If site visits can be coordinated and scheduled at the same time as the Leachate Removal and Remediation project (LF07-1681) Wenck will do so and only charge the City for costs incurred.

Roles and Responsibilities of Staff:

- Supervisor Engineer – will provide overall management of the project, assist addressing comments and concerns during construction, provide support during submittal review, attend project meetings as needed and provide final review and sign off on documentation report.
- Assistant Engineer – will attend and facilitate the preconstruction meeting, provide day to day management of the project, perform site visits during construction, address comments and concerns during construction, complete submittal review, facilitate project meetings, attend final walk through/system startup and assist with the completion of the documentation report.

- Technician – will attend the preconstruction meeting, provide onsite construction observation, assist with submittals/pay requests, attend project meetings, attend final walk through/system startup and complete documentation report.
- Junior Engineer – will provide drafting services for completion of as-built drawings.
- Word Processor – will provide administrative clerical support throughout project.

EXHIBIT II**WENCK ASSOCIATES, INC.
PROFESSIONAL ENGINEERING FEE SCHEDULE
JANUARY 2010**

	<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 in effect for duration of the project..*

Landfill Gas Collection System Project No LF09-1795

