REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT
Date: August 22, 2016

Project Name & Number: Landfill Gas Collection Expansion – Cells 13, 14, & 17. Project #SW16-002
Project Description: Professional services agreement for the design of plans and specifications for the Cell 13, 14, & 17 landfill gas collection expansion.
Consultant: Burns & McDonnell

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Addendum No:
Amendment Description:

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Funding Source This Request:

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$111,308.00 Total

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Agreement Review & Approvals

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<td>John</td>
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ROUTING INSTRUCTIONS
Routes 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

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FINANCE OFFICE USE ONLY
(Not to Finance. Please write date of Agreement in appropriate space in the Agreement document)

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Agreement Between City of Rapid City and Burns & McDonnell Engineering Company, Inc. for Design and Bidding Professional Services for Rapid City Landfill Cell 13, 14 & 17 Landfill Gas Expansion, Project No. SW16-002

AGREEMENT made September 19, 2016, between the City of Rapid City, SD (City) and Burns & McDonnell Engineering Company, Inc., (Engineer), located at 9400 Ward Parkway, Kansas City, MO 64114. City intends to obtain services for design and bidding for Rapid City Landfill Cell 13, 14 & 17 Landfill Gas Expansion, Project No. SW16-002. The scope of services is as described within this document and as further described in Exhibit A (attached).

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 (attached), 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.

1.1 Section 1—Basic Services of Engineer
1.1 General

1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City’s professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer’s professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City’s risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney’s fees arising out of such reuse of the documents by the City or by others acting through the City.

1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.
1.2 **Scope of Work**

The Engineer shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

**Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

**Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

**Section 4—Mutual Covenants**

4.1 **General**

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.

4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer’s errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days’ written notice to the Engineer and (b) by the Engineer for cause upon seven days’ written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the material failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it after providing Engineer reasonable opportunity to cure deficiencies. 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 A.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $111,308.00 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 February 10, 2017, based on an award date of September 19, 2016.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) reasonably acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Engineer will provide the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverage. The Contractor agrees that the City shall not be responsible for 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.

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 $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 $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 include 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 commercial automobile liability policy with limits of $1,000,000 combined single limit each accident. The required limit may include excess liability (umbrella) coverage.

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer, of $1,000,000 each claim and $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:

__________________________
MAYOR

__________________________
DATE

__________________________
ATTEST:

__________________________
FINANCE OFFICER

Reviewed By:

Karl Merbach, PROJECT MANAGER

__________________________
DATE

__________________________
CITY’S DESIGNATED PROJECT REPRESENTATIVE

__________________________
NAME Karl Merbach

__________________________
PHONE (605) 355-3496

__________________________
EMAIL karl.merbach@regov.org

__________________________
ENGINEER:

Burns & McDonnell Engineering Company, Inc.

__________________________
By __________________________
(signature)

__________________________
(printed name)

__________________________
Its __________________________
(title)

__________________________
ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

__________________________
NAME

__________________________
PHONE

__________________________
EMAIL
EXHIBIT A

SCOPE OF ENGINEERING SERVICES

CELL 13, 14 & 17 GCCS EXPANSION DESIGN PROJECT

NO. SW16-002

PROJECT DESCRIPTION

The City of Rapid City Solid Waste Division (hereinafter referred to as City) is preparing to expand the existing landfill gas (LFG) collection and control system (GCCS) at the Rapid City Regional Landfill (hereinafter referred to as Landfill). The expansion will encompass Cells 13, 14 and 17, which is approximately 28 acres in size. The expansion will tie into the existing GCCS installed in 2014. The existing GCCS includes 55 vertical gas extraction wells, condensate management sumps, and a 600 standard cubic feet per minute (scfm) enclosed flare.

Burns & McDonnell (hereinafter referred to as Engineer) will provide permitting, engineering, and field services related to GCCS operations enhancements associated with the existing collection system; Cell 13, 14 and 17 GCCS expansion system design and bid assistance; and Master Planning updates for GCCS infrastructure to be installed in the future (specifically, Cells 18 and 19). Cell 13, 14 and 17 GCCS commissioning services are also included within the Scope of Engineering Services.

Engineer understands the City may desire for the current Scope of Engineering Services to be amended in the future to include the Cell 13, 14, and 17 GCCS expansion construction phase services. We would be pleased to provide a proposed amendment to the Scope of Engineering Services for construction phase services if desired by City representatives in the future.

A detailed Scope of Engineering Services is provided below:

SCOPE OF ENGINEERING SERVICES

1. Preliminary Design Phase
   1.1. Kick-off Meeting – As part of this task, Engineer will:
   a. Meet with City engineering and Landfill staff to review the project approach and Scope of Work, confirm the schedule, and establish lines of communication. At this meeting, the City will furnish available supporting information required to execute the Scope of Engineering Services (e.g. electronic CAD files of the Cell 13 & 14 Closure). Engineer will provide the City with an information request prior to the meeting.
   b. Facilitate a meeting with the South Dakota Department of Environment and Natural Resources (DENR) via teleconference to confirm appropriate permitting deliverables/ modifications associated with the Cell 13, 14 and 17 GCCS expansion.
   c. Prepare agendas for the Kick-off and DENR meetings and take and distribute meeting minutes.
   1.2. Review Existing GCCS – As part of this task, Engineer will:
a. Review historical GCCS design documents, operations plan, and documentation and LFG modeling, including the operation of the existing flare skid.

b. Complete up to 4 days of onsite field services to evaluate static water levels within the existing GCCS, provide well field balancing services, and provide calibration of the existing flare skid flow meter and associated equipment.

c. Identify recommended improvements to the existing GCCS. These recommendations may include operational and well balancing strategies, wellhead replacement, flare skid modifications, and condensate management.

d. Complete a memorandum summarizing the findings and provide recommendations for optimizing the existing GCCS.

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

a. Review available waste filling records and survey data of the Cell 13, 14, and 17 fill area to determine approximate depth of waste and associated depth of GCCS well installations.

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

a. Engineer will utilize the services of a subcontract South Dakota Licensed Professional Land Surveyor (PLS) to perform a topographical ground survey of the area defined for construction of the Cell 13, 14 and 17 GCCS Expansion. A final survey was likely conducted upon the completion of the Cell 13 and 14 closure. However, settlement of the waste in this area, in addition to final waste elevations within Cell 17 may differ from previous surveys. At a minimum, this survey will include all of Cell 13, 14 and 17.

b. Utilize PLS for additional survey needs to identify specific areas of concern related to the GCCS expansion. This may include road crossings, existing tie-in locations, existing utility locations, structures, extents of waste in the project area, and other items as required by Engineer.

c. Incorporate the survey into site maps for use in the design of the Cell 13, 14 and 17 GCCS Expansion.

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

a. Review the existing GCCS Master Plan for the entire Landfill site. The revised Master Plan will also incorporate proposed development of Cells 18 and 19. Engineer has assumed that the proposed development of Cells 18 and 19 will generally follow the phasing presented in the current Landfill Permit.

b. The design details for the GCCS header pipe material and sizing, collection lateral pipe material and sizing, valve locations and details, a well schedule, and well design details for Cells 13, 14 and 17 have been previously completed. These will be reviewed, updated, if necessary, and incorporated into the design. Engineer will incorporate projected growth of the Landfill into a LFG generation and collection model, based on future waste projections and characteristics provided by the City.

c. Review current collected LFG flow rates and LFG collection projections as it relates to the capacity of the flare skid and evaluate the possibility of changes to the flare skid.

d. Evaluate condensate generation, collection and management options. Engineer will estimate/calculate future condensate generation quantities based upon anticipated LFG flow rates and temperature drop from the wells to the header piping. The management
options to be evaluated include:

- Maintain the current practice of manually pumping from condensate tanks;
- Evaluate options for condensate management within the boiler service line in order to remove liquid causing intermittent and reduced operation of the boiler;
- Installation of electrically powered, sump, pump, and additional forcemain system;
- Installation of a pneumatically powered (compressed air), sump, pump, and forcemain system, utilizing the infrastructure installed during Cell 12 GCCS expansion; and,
- Review potential discharge locations and the need for interfacing with other City departments (e.g. water reclamation).

e. Complete a Design Report that will summarize the updated GCCS Master Plan evaluations described above. Engineer will assume that City will provide CAD files related to the proposed Landfill development in the permit expansion design. The GCCS Master Plan Drawings will include an overall site plan with anticipated phasing as it corresponds to planned site development. The phasing will include vertical well locations, header alignments, and condensate sumps for each phase of planned GCCS Expansion. The Design Report will include the 50% draft design submittal for the Cell 13, 14 and 17 GCCS Expansion. The 50% draft design submittal will include:

- Cover Sheet indicating an index of sheets for project
- Survey Control Sheet
- Property Layout and Land Ownership
- Cell 13, 14 and 17 Well Field Plan and Detail Sheets
- LFG Header Plan, Profile, and Detail Sheets
- Condensate Management Detail Sheets
- City Standard Details (e.g., erosion control) Sheets

f. Three hard copies of the GCCS Master Plan Design Report and the 50% draft Cell 13, 14 and 17 GCCS design will be provided to the City. Engineer will present the Design Report to the City to explain the GCCS Master Plan findings and recommendations in a review meeting. The 50% draft GCCS Cell 13, 14 and 17 design GCCS Design is planned to be concurrently reviewed with the City. Engineer will incorporate the City’s comments.

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

a. Prepare a preliminary cost estimate of the construction of the Cell 13, 14 and 17 GCCS Expansion based on recent construction projects in the region.

2. Final Design Services

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

a. Upon receipt of comments of the 50% draft Cell 13, 14 and 17 GCCS design submittal, Engineer will complete an 85% draft design submittal of the plans and specifications for City review. Plans and specifications will be prepared for a unit price construction contract. Plan sheets will be prepared utilizing the latest City of Rapid City Drafting
Standards. Detailed specifications will supplement the current City of Rapid City Standard Specifications as necessary. City of Rapid City Standard Specifications and contract documents will be used where applicable.

b. Engineer will incorporate City’s standard specifications, as applicable, in order to minimize any misinterpretation of the work. With a large portion of the work requiring underground utility installation, coordination of existing utilities will be critical. Engineer will coordinate with the City to ensure compliance with City utility requirements.

Intermediate Plans and Specifications will include:

- Project layout indicating well locations, well design, collection lateral pipe sizes, LFG header location and pipe size, condensate sumps and management system, electrical requirements, and the location of the LFG header tie-in to existing or necessary modification to the flare skid to maintain separation between the existing GCCS and new GCCS expansion. The drawings will also include the location of contractor work area with relation to daily operations and traffic patterns.

- A contingency plan for subsurface soil breach when drilling wells over areas in which current municipal solid waste overlies flood debris from the 1970s in the areas of Cells 12, 13, and 14. Engineer will submit the contingency plan to the DENR for review and approval.

- Engineer will coordinate directly with utility companies and PLS to locate existing utilities for the purposes of providing utility locations on Plans. The City will provide City owned utility map for incorporation into the Plans.

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

- Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract (City Standard Specifications)
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 24 – Electrical
- Division 31 – Earthwork
- Division 32 – Exterior Improvements

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

- General Drawings – Cover Sheet, Legend and Abbreviations, Survey Plan, Existing Conditions, and General Notes and Specifications
- Bid Drawing – Estimate of Quantities
- Civil Drawings – Well Field and Collection Lateral Plan, LFG Header Alignment Plan and Profile utilizing stationing and offsets, Construction Details for Pipe Cleanouts, Details for Valves and Pipe Connections, Flare Skid Modifications, Road Crossing Details, Final Cover Repair Details, Condensate Lift Station Details, Vertical Gas Well Details, Erosion Control Plan, SWPPP, Erosion Control Notes, and Erosion Control Details
- Electrical Drawings – equipment, private utility details, if required.
In addition, Engineer will:

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

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

a. Complete the final design submittal incorporating all comments from the City and provide the following:

   - Final Plans and Specifications as described in Subtask 2.1
   - Final QA/QC and traffic control notes
   - Final opinion of probable construction cost (engineer’s estimate) for the project.

b. Will submit to the City one hard copy and one electronic (.pdf format) of the final plans, specifications and engineer’s estimate. Engineer will also provide electronically AutoCAD drawings including topographic and control point information, and the engineer’s estimate in Microsoft Excel format. The Engineer will submit the plans and specifications to the DENR for approval and Engineer will address any comments or corrections required. It is assumed that the DENR review will require 30 days. This DENR review period is accounted for in the Schedule provided in this Exhibit and contract advertisement should commence upon DENR approval. The City may, at its own risk, advertise the project during the DENR review period but will not be able to award the contract until DENR approval.

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

a. Provide GCCS expansion start-up and integration assistance. This will include assisting City staff with well field balancing and collection optimization during the expansion integration. Engineer will assume up to 2 continuous days onsite for field services. Engineer will train City staff to operate the GCCS and will provide training for local assistance with our subcontractor, American Engineering and Testing.

b. As part of the Cell 12 GCCS expansion project, an operations guidance manual was developed. As part of this task, Engineer will review this manual and make any updates or revisions as needed.

c. Provide with the amended Scope of Engineering Services a 12 month ongoing assistance task as identified herein. We would be pleased to provide a proposed amendment to the Scope of Engineering Services for construction phase services if desired by City representatives in the future.

3. Bid Administration

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

a. Provide up to 25 copies of the Construction Documents for the City for distribution to perspective contractors. As noted above, all Contract Documents will be provided to contractors by the City in order to maintain a comprehensive plan holders list.
b. Facilitate a pre-bid meeting, including preparation of an agenda, at the Landfill for potential contractors for this project. Meeting notes will be prepared and distributed to the City and plan holders.

c. Be available during the bidding period to address contractor questions on the documents and prepare and issue any necessary addenda for City distribution.

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

   a. Engineer or its subcontractor will attend the bid opening at the City Finance office to address any questions that may arise during the opening, and assist the City in tabulating the bids for completeness.

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

   a. Review the bidder’s proposal and review and sign the City’s prepared bid tab.

   b. Prepare an award recommendation to the City and sign the City prepared Award Summary.

4. Cell 17 Final Cover Project Coordination

4.1. Task 4 is included as a coordination task. In parallel with the Cell 13, 14 and 17 GCCS expansion is the closure design for Cell 17 being completed by others. As a result of the potential overlap between the two projects, this task is being included to account for coordinating project design.

ASSUMPTIONS

Engineer has assumed the following additional assumptions.

- City will provide Engineer with necessary information, permits, survey (CADD), other as needed.
- City will review and provide response to Engineer on all submittals from Engineer within one week of receipt.
- City’s Landtec GEM will be made available for use by Engineer at no cost.
- Permit fees are assumed to be the responsibility of the City and are not included within the Scope of Engineering Services.
- Locations of the surveyed and City’s private utilities will be considered accurate and the actual location of utilities will not be independently verified by Engineer.
- Engineer will assume up to 7 trips to Rapid City during the system review and design.

SCHEDULE/SUBMITTALS

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

- Project Kick-off Meeting within one week of Notice to Proceed (NTP)
- Conceptual Design Report Submittal/50% Cell 13, 14 & 17 GCCS Expansion Design – Seven weeks from NTP (11/4/16)
- 85% Cell 13, 14 & 17 GCCS Expansion Design – 10 weeks from NTP (11/25/16)
- Final Cell 13, 14 & 17 GCCS Expansion Design submitted to the DENR and City for Final Review – 11 weeks from NTP (12/2/16)
- Advertise and Bidding – 15 weeks from NTP (12/30/16)
- Contractor Award – 20 weeks from NTP (2/3/17)
<table>
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<tr>
<th>Project Task</th>
<th>Level 8</th>
<th>Level 9</th>
<th>Level 10</th>
<th>Level 11</th>
<th>Level 12</th>
<th>Level 13</th>
<th>Level 14</th>
<th>Level 15</th>
<th>Expenses¹</th>
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1. The expenses include travel, supplies, equipment rental, and subcontractors/subconsultants