

**Agreement Between City of Rapid City and Burns & McDonnell Engineering
Company, Inc. for Professional Services for Solid Waste Master Plan;
Project No. 19-2561; CIP No. 51229**

AGREEMENT made June 15, 2020 between the City of Rapid City, SD (City) and Burns & McDonnell Engineering Company, Inc., (Engineer), located at 6909 South Lyncrest Place, Suite 120, Sioux Falls, SD 57108. City intends to obtain professional services for a Solid Waste Master Plan; Project No. 19-2561; CIP No. 51229. The scope of services is as described within this document and as further described in Exhibits A, B and C (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 Exhibits A, B and C (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.

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 for no more than two years after completion of the professional services, 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 the Engineer a 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 C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$698,680.00 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 May 13, 2021 based on an award date of June 22, 2020.

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 \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing 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 may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement. The policy shall include the City 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 business automobile liability policy with limits of \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage. The



policy shall name the City and its representatives as an additional insured.

- 7.4.4 Professional liability insurance providing coverage for claims caused by the negligent acts, errors or omissions of the Engineer or its consultants, 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. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

Section 8—Hold Harmless

The Engineer hereby agrees to indemnify the City harmless from any and all damages or expenses including reasonable 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, but only to the extent that such damages or expenses are caused by a negligent act, error or omission of the Engineer and/or its employees/agents in the performance 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



BURNS & MCDONNELL ENGINEERING
COMPANY, INC.

DATE: _____

DATE: June 1, 2020

ATTEST:

FINANCE OFFICER

Reviewed By:



DAN COON, PROJECT MANAGER

DATE: June 3, 2020



CITY'S DESIGNATED PROJECT
REPRESENTATIVE

NAME: Dan Coon, PE
PHONE: (605) 394-4165
EMAIL: dan.coon@rcgov.org

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME: Luke Rodig, PE
PHONE: (605) 271-4097
EMAIL: larodig@burnsmcd.com



EXHIBIT A
SCOPE OF PROFESSIONAL
SERVICES FOR
2020 SOLID WASTE MASTER PLAN
Project No. 19-2561/CIP No. 51229

PROJECT DESCRIPTION

The City of Rapid City (hereinafter referred to as City) Public Works Department, Solid Waste Division has selected Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell, hereinafter referred to as Engineer) to provide professional services for development of a Solid Waste Master Plan (Master Plan).

A detailed Scope of Professional Services is provided below:

SCOPE OF PROFESSIONAL SERVICES

1. Project Management / Project Communication

1.1. Data Request

- a. Engineer will provide a detailed preliminary data request that will encompass data needs for completing the Master Plan. Review and analysis of the data provided will be included in each of Tasks 2-5.

1.2. Kick-off Meeting

- a. Engineer will schedule and facilitate a teleconference Kick-off Meeting with the City's Project Team to review the project approach and scope of work, confirm the schedule, establish lines of communication, and review data that has been provided by the City. Prior to this meeting, it is assumed the City will furnish available supporting information as requested in Task 1.1. Engineer will prepare an agenda for the Kick-off meeting and record and distribute meeting minutes.

1.3. Progress Calls

- a. Engineer will schedule and facilitate routine progress calls between Engineer's Project Manager and the City's Project Manager. It is anticipated progress calls will be conducted bi-weekly, or as needed, throughout the project duration. A total of 20 progress calls have been included for purposes of establishing level of effort and fee.

1.4. Progress Meetings

- a. Engineer will facilitate and conduct on-site progress meetings with the City's Project Team to review work progress, open action items, project schedule, and planned near-term work. Engineer will prepare an agenda for the meetings and record and distribute meeting minutes. Engineer has assumed one representative will attend the progress meetings in person with three other representatives attending remotely via conference call. A total of six progress meetings have been included for purposes of establishing level of effort and fee. It is assumed the workshops described in Task 1.5 will be conducted in lieu of three progress meetings. Progress meetings may be held remotely via tele and/or video conference, and reduction of time and travel expenses will be accounted for if meetings are not on-site.

EXHIBIT A

1.5. Project Team Workshops

- a. Engineer will facilitate and conduct on-site workshops with the City's Project Team to review key project findings or deliverables, discuss City's review comments, and obtain feedback or direction on decision items. Engineer will prepare an agenda and other presentation materials in advance of each workshop to assist in workshop discussion. Engineer has assumed three representatives will attend the workshops in person. A total of three workshops have been included for purposes of establishing level of effort and fee. Workshops may be held remotely via tele and/or video conference, and reduction of time and travel expenses will be accounted for if workshops are not on-site.

1.6. Stakeholder Engagement Meetings

- a. Engineer will attend and facilitate stakeholder workshops with representative project stakeholders as selected by the City. Engineer will prepare presentation materials in advance of each workshop to assist in communication of key Master Plan concepts. Engineer will document stakeholder comments. Engineer has assumed three representatives will attend the stakeholder workshops in person. A total of three stakeholder workshops have been included in the scope of services for purposes of establishing level of effort and fee.
- b. Engineer will attend City Council meetings as requested by the City Project Team. Engineer will prepare presentation materials in advance of each meeting to assist in communication of key Master Plan concepts and findings. Engineer has assumed two representatives will attend the City Council meetings in person. A total of three Council Meetings have been included in the scope of services for purposes of establishing level of effort and fee. It is anticipated that of the three Council Meetings, two will occur at the Public Works Committee meetings, and one will occur at a general City Council meeting.

2. Cost of Service Analysis and Planning

2.1. Current Cost of Service Analysis

- a. Engineer will work with the City to develop an accurate Test Year revenue requirement reflecting the revenue required to meet all operating and maintenance (O&M) costs, debt service (including coverage and reserve requirements), working capital requirements, and capital expenditures. The Test Year should be representative of typical conditions with adjustments for any unusual or one-time expenses, and will serve as the baseline annual operational cost for the City's Solid Waste Division. The goal of this task will be to document the current full cost of the City's various solid waste services and to allocate these costs to the appropriate cost centers. As part of this task, Engineer will:
 - Review current and historical financial data collected as part of Task 1
 - Summarize and analyze the current solid waste fees
 - Develop a revenue requirement for the "Test Year," which includes, but not limited to, the following types of costs:
 - Operational and maintenance
 - General fund and administrative overhead
 - Capital equipment and facility costs (current and future needs)
 - Current and anticipated long-term liabilities and debt obligations (and associated debt-coverage ratios)
 - Working capital and reserve funds requirements
 - Work with the City to define cost centers: Cost centers will be based on the primary services provided by the Solid Waste Division and will be refined based on input from City staff. A preliminary listing of cost centers may include: Curbside Trash Collection, Curbside Recycling Collection, Yard Waste Collection, On-Call Bulky

EXHIBIT A

Collection, Material Recovery Facility (MRF), Compost, Remote Collection, Landfill, Christmas Trees, Sharps, Household Hazardous Waste and Administration

- Work with the City to allocate test year costs to the cost centers in the cost allocation model
- Develop an infrastructure and vehicle/equipment replacement analysis to account for growth and replacement
- Assist the City in developing or modifying a cost allocation strategy that captures capital, debt, operations, and maintenance costs, as well as indirect costs (administration and overhead) for each of the targeted services
- Allocate cost centers to customer classes
- Determine billing units
- Calculate the cost of service

For equipment and personnel that serve more than one function, Engineer will assist City staff in the development of an appropriate strategy to allocate those costs among the programs being evaluated. Engineer will work with City financial and operational personnel during the cost allocation process to confirm that all direct and indirect costs are apportioned in the appropriate cost centers.

Engineer will provide the results of the Test Year revenue requirement to the City for review.

2.2. Forecasted Cost of Service Analysis and Rate Model Development

- a. Engineer will project the future cost of service for a five-year time frame and will allocate these costs to the appropriate cost centers. Engineer will work in conjunction with the City to develop an accurate five-year revenue requirement and billing unit forecast. To develop the five-year revenue requirement for the City, Engineer will examine historical budgets and audited financials and, utilizing input from City staff, will develop a forecast that incorporates “known and measurable” changes for the forecasted period. Engineer will analyze the assumptions used in projecting the revenue requirement and billing units, including, but not limited to, growth rate, inflation rates, increase in contractual obligations, and capital improvement plans for fleet, equipment and facilities. Engineer will also develop the following schedules as a part of the five-year forecast:
 - Fleet replacement: Specific to equipment, Engineer will collaborate with the City to develop an equipment replacement strategy for the five-year forecast.
 - Debt service and capital improvement plan (CIP): Will account for existing debt and anticipated future CIP needs for facilities such as the landfill, as well as savings for landfill closure and post-closure costs.
 - Reserve funds: As an enterprise fund, there is a need for capital and operating reserve funds. Engineer will review existing balances and account for additional amounts that may be needed. Engineer will also address any coverage ratios that need to be accounted for.
 - Landfill closure and post-closure: Engineer will account for the need for the City to fund a reserve account that will build over time to fund future closure and post-closure costs.
- b. Engineer will evaluate how much revenue is currently generated by the current fee structure from the existing customer classes to determine if revenues generated are sufficient to recover the cost of service assigned to each customer class. Engineer will assess the overall revenue requirement compared to revenue generated under the current fee structure and rates. Engineer will complete this analysis based on a review of revenue received by the City for the various services provided. Engineer will independently estimate how much

EXHIBIT A

revenue should be generated by the current billing units to estimate whether any under-recovering is occurring. This analysis will provide the City with an understanding of how current rates are either over- or under-recovering compared to the cost of service. Engineer will also document any services that are provided “free” of charge, such as not charging residents for their proportional use of the landfill. A summary of revenue projections will be provided to the City for review.

- c. Engineer will benchmark key costs and rates from other communities and similar sized facilities. Engineer will prepare an analysis of current costs and solid waste rates being charged by cities in South Dakota and surrounding states for major customer classes – such as residential and landfill. This task is limited to benchmarking key financial metrics for up to eight cities where Burns & McDonnell already has collected financial data or involves limited research. In addition to providing information on the rates, Engineer can provide information on the cost of service based on other cost of service studies Engineer has completed. In addition, residential rates charged by private haulers and services provided within the City will be assessed. This information will be summarized and provided to the City Project Team for review.
- d. Engineer will work with the City to identify any revenue sources or enhancements not currently being utilized by the City. Efforts will include but not be limited to the following:
 - Identify potential funding strategies and sources: Engineer will discuss potential funding sources and strategies that could be considered by the City. After gaining a detailed understanding of the current rate structure, Engineer will discuss potential strategies that could be considered by the City. Engineer will also review Federal, state and private funding sources that may be useful. Specifically, Engineer will approach the Closed Loop Fund and Recycling Partnership to explore potential funding sources for any recycling-related costs.
 - Evaluate financial strategies and innovative approaches to increasing revenue for collection and landfill rates.
- e. Engineer will develop proposed rates that meet the needs and objectives of the solid waste system for the five year period of 2021 – 2025. Engineer will assess the existing rate structure for its historical performance, overall equity, and ability to meet City objectives for future solid waste rates. Prior to developing specific rates, Engineer will provide an overview of several proven approaches to municipal solid waste fund rate design and implementation. Engineer will evaluate the City’s existing financial policies for utility rates and incorporate solid waste financial requirements into the rate model

Rate alternatives for each rate category will be developed based on our industry experience and collaboration with the City Project Team. For each alternative, rates will be designed to generate adequate revenues in accordance with the financial forecast results, reflect the results of the cost of services analysis, and further the objectives of the City for the utility systems. The pros and cons of each alternative will be evaluated; including compatibility with the City’s accounting system. Pricing objectives could include, but would not be limited to:

- Escalation Strategies – If there is a need for increases, rates can be designed to be phased in at once or over an extended period of time. Engineer will provide the City with an understanding of the financial implications associated with the timing of the proposed increases.
- Meeting Revenue Requirements in a Stable and Predictable Manner – Regardless of the outcome of the rate design process, rates must produce sufficient revenues to meet both the short-term and long-term financial needs and business objectives of the City.

EXHIBIT A

- Fee Structure Equity – To the greatest extent possible, rate design will be based on cost of service principles and will not unduly subsidize certain customers or rate classes at the expense of others. Engineer will specifically align rates with the cost of service for each of the major customer classes.
- Environmental Sustainability – Simply put, rates send pricing signals to customers. These pricing signals should promote efficient use of the City’s resources and increase customer understanding of the cost associated with the various products and services provided by the City.
- Simple and Understandable – From a public relations perspective, simple and easy to understand rate structures are a benefit in that the City will be able to clearly communicate the relationship between the cost of service and customer use.

Engineer will review statutory regulations affecting cost of service and rate development and will design rates accordingly. If desired by the City, annual inflationary adjustments may be considered to provide a means by which future adjustments may be indexed and adjusted automatically. This will effectively allow the City to systematically incorporate marginal rate increases.

Engineer will provide to the City rate design recommendations for the next five years for each customer class.

- f. Engineer will develop a Microsoft Excel-based model that City staff may use for future rate analysis. The model will allow for varying rate structures and plans and will be equipped to facilitate scenario analysis regarding alternative operating and capital plans. The model will be equipped with the following features:
- Ability to modify future growth rates and customer demands.
 - Modify operation and maintenance expense projections through changes in inflationary assumptions, as well as changes to collection operations.
 - Evaluate alternative fleet replacement schedules, capital improvement programs and funding strategies.
 - Assess compliance with existing debt covenants and policy guidelines such as reserve levels.
 - Ability to evaluate alternative rate structures.

Model documentation will include a written user’s guide used during training to illustrate concepts such as data flow. Burns & McDonnell will also conduct training session on the use of the model.

2.3. 20-Year CIP Analysis and Scenario Forecasting

- a. Engineer will develop a CIP and funding plan for the City’s Solid Waste Division. The individual CIP plans developed in the following Tasks 3-5 (Landfill Services, MRF and Co-compost Facility, and Collection Services) will be compiled and incorporated into an overall CIP and funding plan. The financial model developed in Tasks 2.1 and 2.2 will be updated to include the future CIP, inclusive of capital and operating cost projections, for the next 20 years. The CIP will include year-by-year details of services, programs and facilities needed by type and potential location. Engineer will also coordinate with the City to identify and recommend potential funding sources (such as those discussed in Task 2.2.d) and to establish an affordable project sequence based on funding resources. Engineer will also discuss whether the City prefers to allocate and save money over the next five years that would be dedicated to future CIP needs.
- b. Engineer will provide the City with an understanding of the financial impacts associated with the various scenario changes being considered for Landfill Services, MRF and Co-

EXHIBIT A

compost Facility, and Collection Services (as described in Tasks 3-5). Engineer will collaborate with the City to identify which costs would remain and “go away” based on the scenarios being considered. Engineer will provide the City with an understanding of how each scenario will change costs to the respective City operation, as well as the potential impacts on associated rates. The scope of services are based on developing financial analysis for the following:

Operation	Number of Scenarios to be Evaluated	Task Reference
Landfill	4	Results from Task 3.3.a and 3.3.b
MRF/Co-Composting	3	Results from Task 4.2
Collection	3	Results from Task 5.2

2.4. Solid Waste Trends, Policies and Regulatory Review

- a. Engineer will identify pertinent trends, key policy initiatives and major regulatory requirements at the Federal, state, and local levels that will have a direct impact on initiatives included within the Master Plan. This section of the Master Plan will focus on key trends, which may include topics such as innovative methods for collecting and processing recyclable and compostable materials, sustainable materials management, circular economy, landfill management and tipping fees, landfill gas management, and impacts from China’s recycling import bans and efforts to increase recycling quality and decrease contamination. Each discussion topic will be a narrative of approximately 1 – 2 paragraphs.

2.5. Baseline Demographic and Current System Review

- a. Engineer will review baseline demographic and solid waste systems within the Planning Area. The Planning Area will be defined as Rapid City plus other cities and unincorporated areas in Pennington, Meade and Custer Counties. During this task, Engineer will develop the following:
 - Updated baseline and demographic (e.g., population and number of businesses, by type) information for the City and Planning Area;
 - Description of solid waste, recycling and composting facilities that may accept material presently, or in the future;
 - Description of current solid waste management practices and systems for the City and Planning Area; and
 - Review of select City solid waste programs that will not be addressed in Tasks 3, 4 and 5 (focused on the landfill, MRF and collection operations, respectively). During this task, Engineer will focus on the City’s household hazardous waste and “sharps” management program, evaluating the current program and describing options on how services and programs could be changed in the future.

The information evaluated in this task will be summarized and delivered as sections within the Master Plan.

2.6. Estimate Waste Generation and Composition

- a. Engineer will compare current recycling and disposal rates to the rates documented in the 2010 Solid Waste Master Plan report (2010 SWMP) to evaluate how generation, disposal

EXHIBIT A

and recycling rates have changed for the City and area as a whole and for the various sectors (e.g., residential, commercial and construction and demolition). To provide perspective on the composition of the City's waste and recycling streams, Engineer will utilize a combination of local (as available) and national data from sources such as the US EPA.

- b. For purposes of analyzing the City's landfill capacity in Task 3, Engineer will evaluate future projections of population and waste generation. Engineer will utilize available economic and demographic data to generate population projections for the City (from Task 2.5). Engineer anticipate using City-specific data to tailor our waste generation, composting and recycling estimates. Because the solid waste stream is composed of both residential and commercial substreams, it will be critical to consider factors affecting both substreams in making the projections.
- c. Engineer will also study historical waste generation and population data to develop an accurate view of the current per-capita waste generation rate. Information from earlier tasks will be used to adjust the per-capita rate projected for future years and applied to the projected population to develop tonnage estimates over the next 20 years. Engineer will also develop a 20-year forecast for purposes of evaluating landfill capacity.
- d. The information evaluated in this task will be summarized and delivered as sections within the Master Plan.

3. Landfill Services

Engineer to complete the following tasks with the assistance of Engineer's subconsultant.

3.1. Airspace Utilization Study

- a. Engineer will review current landfill procedures in regard to waste intake, scale and tonnage records, waste processing, and disposal to the active cell.
- b. Engineer will develop a standard operating procedure (SOP) in conjunction with City staff for conducting airspace utilization studies. Details of the SOP will include, but are not limited to, survey requirements, waste tonnage documentation, airspace utilization calculation spreadsheet, and operating procedures.
- c. Engineer will work with the City to conduct airspace utilization studies as part of the scope of services. For each study, an existing conditions survey and a final condition survey of the active cell area will be performed, tonnage data recorded and provided by the City will be reviewed, and airspace utilization calculations will be completed. It is assumed each study will be conducted over a minimum of 30 days. A total of four airspace utilization studies have been included in the scope of services. It is assumed the first study will assess existing landfill operations. Additional studies will evaluate modified landfill operations assessing options to increase airspace utilization, options may include: incorporation of biosolids (cake) from the wastewater treatment plant into the waste; shredding of the waste prior to compaction; and other options selected by the City. Prior to conducting the airspace utilization studies, Engineer will coordinate with City staff to identify and define roles and expectations for all parties during each study. Preliminary results of the studies will be provided to the City for review, and final summary reports will be prepared. A recommended airspace utilization factor (AUF) in pounds per cubic yard will be developed based on the results of the airspace utilization studies for use in progression planning as described in succeeding tasks.

3.2. Operations Assessment

- a. Engineer will meet with Landfill staff and conduct on-site observations of the scale operations, waste processing, working face activities and other key aspects of the operation.

EXHIBIT A

Based on the site observations and data reviewed from Task 1.1, Engineer will provide key findings regarding the current staffing and equipment levels, and recommendations for operational improvements. Options for increasing airspace utilization to be evaluated during this assessment includes:

- Existing soil usage and potential new alternative daily cover options to reduce soil usage.
- Use of leachate recirculation and working face application to assist in increased compaction.
- Landfill equipment and use of GPS equipment to optimize filling and compaction.
- Bulky-waste volume reduction options (e.g. waste shredding).

Engineer has assumed two representatives will be on-site for two days to conduct the field observations during typical weekday operations. It is assumed the field observations will be conducted on consecutive days.

- b. Engineer will assess the condition and capacities of the existing Landfill facilities (excluding MRF/Co-compost Facility) and infrastructure and evaluate improvement or replacement needs to optimize operations. A draft summary report of the condition assessment will be prepared and submitted to the City for review prior to developing a final report. The following facilities and infrastructure will be reviewed:
 - Stormwater (in coordination with the concurrent Stormwater Management Study)
 - Leachate collection
 - Landfill gas collection system (in coordination with the concurrent Landfill Gas Collection System Study)
 - Scales, scale house, citizen's campus
 - Equipment storage/maintenance facilities
 - Overall traffic routing and access roads

3.3. Landfill Site Progression

- a. Engineer will evaluate short term progression planning for the Landfill based on the current permitted disposal areas. The short-term progression plan will assess sequence and dates of future cell development, considerations and options for relocation of non-disposal Landfill activities prior to cell construction, and Landfill site access options. Detailed progression sequence figures will be developed. Landfill capacity and remaining life calculations will be completed.
- b. Engineer will evaluate long term progression planning options within the existing Landfill property and the adjacent Department of Transportation property. This will include reviewing both horizontal and vertical expansion options. Conceptual figures for up to three expansion options will be developed. Consideration for Landfill facility and infrastructure improvements will be evaluated for selected expansion options. Costs, advantages and disadvantages will be assessed for the expansion options. Landfill capacity and remaining life calculations will be completed for selected options.
- c. Engineer will evaluate long term progression planning options for development of a new solid waste facility off-site. Advantages and disadvantages of a new off-site facility development will be provided. Costs and progression planning associated with a new facility development off-site will be based on assumptions for cost per acre of land, distance of the facility from City limits, overall size of land considered, percentage of area designated for disposal, and similar geologic conditions as existing facility. The off-site analysis will not include any detailed siting study information or specific site location options. Two scenarios of off-site analysis will be evaluated:

EXHIBIT A

- New off-site solid waste facility to include similar facilities, infrastructure, and operations as current operations at existing facility.
- Existing solid waste facility to be utilized for material recovery operations and conversion to a transfer station. New off-site facility would only include waste disposal operations and infrastructure.

3.4. Closure/Post-Closure Care

- a. Engineer will evaluate options for cell closure sequencing for the short-term progression plan. A closure phasing plan will be developed. Closure and post-closure costs will be updated and included in financial assurance calculations. Financial assurance requirements will be incorporated into the financial model developed in Task 2.

3.5. Capital Improvement Needs

- a. Capital improvement needs, costs, and timing for the short-term progression plan will be summarized in a capital improvement plan. Costs and schedule of improvements will be incorporated into the financial model developed in Task 2. Capital improvements include cell construction, cell closures, LFG system expansions, infrastructure improvements, equipment replacement, and other landfill related construction projects.

4. Material Recovery Facility/Co-compost Facility

4.1. Operations Assessment

- a. Engineer will review and analyze preliminary data provided by the City as requested in Task 1.1. If data requested is not available, Engineer will work with the City to determine reasonable substitutes for key data, if needed.
- b. Engineer will meet with the MRF/Co-Compost staff and conduct on-site observations of the facilities. This review will include interviewing staff and conducting field observations to gain a more detailed understanding of program operations for materials receiving, processing, recovery, and marketing of the end products – recyclable materials, compost by-products, and residuals. The interviews and operations will be undertaken over a two day time period during normal business operations. Engineer has included three representatives in this scope of services for the on-site review. The review will also include a preliminary assessment by the Engineer of the condition of the processing equipment and the buildings associated with the building infrastructure. The objective of the conditions' assessment will be to characterize the remaining useful life of the equipment and buildings and identify both reconditioning and replacement needs.
- c. Following the completion of the on-site observations and discussions with staff, the Engineer, with input from City staff, will identify up to three alternatives for consideration. These alternatives may include the following:
 - Continuing current operation
 - Discontinue the co-composting process and landfill the materials
 - Repair and replace the existing processing equipment and buildings where needed to improve both the efficiency of the materials recovery process and the quality of the recovered materials

Other options may be selected as better fit for consideration. A written description of these options for consideration will be drafted and forwarded to staff for review and comment. Based on staff input, the description will be finalized.

EXHIBIT A

4.2. Capital Improvement Needs

- a. Engineer will develop a capital improvements plan (CIP) that includes the costs and recommended timing for each of the three options developed in task 4.1. The CIP will include a budgetary estimate of the design and construction costs for the identified processing equipment and building infrastructure. Engineer will assume a 15-year useful life for new equipment and 20 years for building infrastructure, along with industry benchmarks for equipment replacement costs. This CIP information will be incorporated into Task 2.3 and analyzed as part of the System Scenarios Analysis.
- b. The costs forecasting results from the Task 2.3 will be used in conjunction with other agreed upon criteria to evaluate the three options. Other evaluation criteria identified by the City may include waste diversion, compatibility with the existing program, long term program viability, and others. These criteria will be applied to the three options and the results will be depicted in tabular matrix format for comparison. The outcome will be shared with the City staff and discussed via teleconference. Based on this review, the City staff will select a preferred option for further consideration as part of Task 6, Business Strategy and Implementation Plan.

4.3. Recycling Program Analysis

- a. This task will include developing a description of the City's existing recycling program, including but not limited to the recyclable materials collected, approach to marketing the recovered materials, estimated program costs, customer education and participation and material recovery rates. To provide additional perspective, Engineer will conduct benchmarking of the City's recycling program using our in-house data base and phone interviews of up to four agreed upon communities to gather comparative program information. The outcome of this process will be a summary description of the City's program and set of tables comparing the various program attributes.
- b. Based on the research completed in Task 4.3.a, Engineer will identify up to three program alternatives for consideration. These alternatives will consider the present status of the program, existing and anticipated trends in recycling as described in Task 2.4, and long term program sustainability. Potential alternatives may include a targeted education program, change in the types of materials collected, using multiple brokers to marketing recovered materials, and others. The benefits and drawbacks of each option will be characterized in a matrix format and forwarded to City staff for review and comment. Based on this feedback, the characterization of the alternatives will be finalized. No specific program recommendations will be provided.

5. Collection Services

5.1. Collection Operations Review

- a. Engineer will review and analyze preliminary data provided by the City as requested in Task 1.1. If data requested is not available, Engineer will work with the City to determine reasonable substitutes for key data, if needed.
- b. Engineer will conduct field observations and analyze the information collected, both from the preliminary data and the field observations, to evaluate the operational efficiency of the City's solid waste collection operations. Engineer will perform field observations of the three primary collection operations (residential solid waste, residential recycling, and

EXHIBIT A

residential yard waste), including pre-trip, post-trip, and on-route observations of the collection programs. Engineer will also conduct interviews and focus group discussions with representative staff. A total of four person-days for field observations is included in the scope of services.

Engineer will also evaluate the following secondary functions of the City's collection system program: bulky item collection, yard waste and recycling drop site collection, sharps collection program, and Christmas tree collection program.

5.2. Collection Program Analysis

- a. Engineer will evaluate the following performance metrics during the review of the solid waste collection system:
 - Collection efficiency for curbside and alleyway services (e.g. total number of routes, number of houses/set-outs collected per route and number of collections per hour while on-route)
 - On-route collection practices
 - Non-collection time (travel, down time, breaks, etc.)
 - Daily work schedules
 - Staffing levels for collection, including use of overtime and temporary personnel
 - Configuration of equipment (including the number of frontline and back-up vehicles types of vehicles in use)
 - Vehicle replacement schedule
 - Vehicle maintenance costs

Additionally, Engineer will use observations and data from review of the secondary functions of the City's collection system program (i.e. bulky item collection, yard waste and recycling drop site collection, sharps collections program, and Christmas tree collection) to define the amount of staff time and equipment the City is expending on these services. The amount of staff time and equipment necessary to add residential bulk pick-up service once per month or quarter will also be assessed.

Collection system analysis data will be used by Engineer in the cost of service analysis completed in Task 2 to determine the current cost of the collection program services. Data analysis will also be used to estimate the staff and equipment necessary to add a new collection program (e.g. source separated organics collection). The estimated cost of adding a bulk pick-up day once per month or quarter will also be analyzed and compared to the current cost the City is spending on bulky items collection.

Engineer will prepare a summary of findings and recommendations for each program area reviewed to be incorporated into section(s) of the Master Plan. Recommendations will include up to three options to modify collection services that will be included in the 20-Year CIP Analysis and Scenario Forecasting (Task 2.3).

- b. Engineer will complete preliminary benchmark comparison to evaluate the results of the collection analysis completed in this task with results from other local governments that Engineer has worked with.

5.3. Capital Improvement Needs

- a. Engineer will develop a CIP for Collection Services including cost and timing for equipment replacement. This information will be incorporated into the cost of service model developed in Task 2.

6. Business Strategy and Implementation Plan

EXHIBIT A

6.1. Establish Master Plan Goals and Objectives

- a. As part of one of the Project Team workshops described in Task 1.5, Engineer will work with City staff and facilitate a process to establish the goals and objectives of the Master Plan to create a framework for evaluating potential future initiatives. This facilitated process will build on initial discussions from the kick-off meeting. For example, our team expects that an important focus of the City's solid waste program in the future will be to examine the following:
 - Identify realistic goals that are achievable for the City
 - Refine a capital improvement plan for the funding of future infrastructure
 - Evaluate options to continue increasing recycling and decrease disposal
 - Evaluate options to place restrictions and or additional costs on disposal
 - Evaluate options that have an operational component

The objectives and goals will be included in a section in the Master Plan.

6.2. Summarize and Prioritize Options and Scenarios

- a. The range of solid waste and recycling management strategies and practices to be considered will include key options available to the City. Based on the results of our analysis completed during Tasks 1-5, Engineer will compile a summary of alternative scenarios and options that the City may wish to consider including in the Master Plan. Scenarios and options may be enhancements to current services or new initiatives, and will primarily focus on Landfill, MRF and Collection issues.

Engineer will present the initial list of scenarios/options to City staff during one of the Project Team Workshops described in Task 1.5. During the workshop, Engineer will facilitate a discussion to determine the priority of each option. Decisions made during the workshop will then be incorporated into the cost of service analysis described in Task 2. Based on this meeting, the preferred strategies and program options will be selected from those items identified earlier in this task.

6.3. Five Year Implementation Plan

- a. Engineer will meet with City staff to discuss the results of the analysis completed during Task 6.2. The goal of this meeting will be to discuss the effectiveness of each of the options and to prioritize the order as well as potential timing of these options that should be considered for implementation. Once these options are identified, a discussion of the strategies to be utilized to assist in the implementation of the options will begin.
- b. In conjunction with City staff, Engineer will develop a planning level implementation plan for the next five years that will describe the specific activities associated with implementing each of the strategies and options. For each activity listed in the Implementation Plan, our team will identify the following:
 - Description of activity to be taken
 - The date(s) the activity will be carried out
 - The responsible party(s)
 - The projected operating and capital cost
 - Potential funding sources

The purpose of the Implementation Plan will provide a clear explanation of what should be accomplished within a given time period. The Implementation Plan will be created in a format that allows the City to sort the activities by year, by responsible party, and by cost. This task also includes incorporating the results of the CIP and funding plan analysis (as described in Task 2, utilizing the cost of service/rate model Burns & McDonnell developed

EXHIBIT A

for the City in Task 2.3). The CIP will include year-by-year details of services, programs and facilities needed by type and potential location.

- c. The Implementation Plan will be prepared as a section in the Master Plan.

7. Solid Waste Master Plan Report

7.1. Prepare Master Plan Report

- a. Engineer will prepare the master plan in sectional report format, with report sections generally corresponding to each Task. As described in the above Tasks, draft sections of the report will be prepared as individual Tasks are completed and the draft sections will be provided to the City for review to expedite the review process. A complete, compiled first draft of the Master Plan will be provided to the City for review upon substantial completion of all project Tasks. A second draft will be developed to incorporate comments from City Project Team review and be utilized for communication to stakeholders. Following stakeholder workshops, final comments will be addressed, and a final Master Plan report will be prepared for presentation to City Council.

SCHEDULE/SUBMITTALS

Engineer proposes the following estimated schedule for the Master Plan development. A Gantt chart schedule based on an assumed Notice to Proceed (NTP) of June 22, 2020 is also provided as a separate attachment for reference. Note that this may change based on City staff and stakeholder group availability for workshops, meetings and review, project constraints, scope changes, or other unforeseen conditions:

- a. Data Request submittal within two weeks of Notice to Proceed (NTP)
- b. Project Kick-off Meeting within two weeks of receiving data
- c. Tasks 2 – 5: Data review, field observations, operational assessments completed between month 2 through month 6 after NTP.
- d. Project Team Workshop 1: Between month 4 and month 5 after NTP
- e. Stakeholder Workshop 1: Between month 4 and month 5 after NTP
- f. Public Works Committee Meeting 1: Between month 5 and month 6 after NTP
- g. Draft Master Plan report sections delivered: month 6 after NTP
- h. Task 6 completed between month 4 and month 10 after NTP
- i. Project Team Workshop 2: Between month 7 and month 8 after NTP
- j. Stakeholder Workshop 2: Between month 7 and month 8 after NTP
- k. Public Works Committee Meeting 2: Between month 7 and month 8 after NTP
- l. Tasks 2-6: finalize based on feedback from Workshop 2 during months 8 and 10 after NTP
- m. Draft #1 Master Plan report delivered between month 8 and month 9 after NTP
- n. Draft #2 Master Plan report delivered between month 9 and month 10 after NTP
- o. Stakeholder Workshop 3: Between month 9 and month 10 after NTP
- p. Final Master Plan report delivered between month 10 and month 11 after NTP
- q. City Council Meeting 3: month 11 after NTP
- r. Project Team Workshop 3 (implementation & training): month 12 after NTP

DELIVERABLES

Major deliverables for this project shall include:

EXHIBIT A

Task 1:

- Meeting agendas and meeting minutes (electronic copies only)
- Presentation files for Project Team Workshops (electronic copies only)
- Presentation files for Stakeholder Engagement Workshops and City Council meetings (up to 3 hard copies, and electronic copies)

Task 2:

- Microsoft Excel based rate model and user's guide (electronic copies only)
- Draft individual task sections of the Master Plan Report (electronic copies only)

Task 3:

- Airspace Utilization Study Standard Operating Procedures (up to 3 hard copies, and 1 electronic copy)
- Draft summary report of airspace utilization studies (1 electronic copy)
- Draft summary report of operation assessment (1 electronic copy)
- Short term Landfill progression figures (up to three hard copies and electronic copies)
- Long term Landfill progression figures (up to three hard copies and electronic copies)
- Draft table(s) of CIP costs (1 electronic copy)
- Draft individual task sections of the Master Plan Report (electronic copies only)

Task 4:

- Draft summary report of operation and condition assessment (1 electronic copy)
- Draft summaries of alternative operations options (1 electronic copy)
- Draft table(s) of CIP costs (1 electronic copy)
- Draft summary report of City's recycling program (1 electronic copy)
- Matrix table comparison of alternative recycling options (1 electronic copy)
- Draft individual task sections of the Master Plan Report (electronic copies)

Task 5:

- Draft summary report of operations review and program analysis (1 electronic copy)
- Draft table(s) of CIP costs (1 electronic copy)
- Draft individual task sections of the Master Plan Report (electronic copies)

Task 6:

- Draft individual task sections of the Master Plan Report (electronic copies)

Task 7:

- 1st Draft of compiled Master Plan Report (up to 5 hard copies and electronic copies)
- 2nd Draft of compiled Master Plan Report (up to 5 hard copies and electronic copies)
- Final Master Plan Report (up to 5 hard copies and electronic copies)

ASSUMPTIONS

Engineer has assumed the following additional assumptions.

- a. City will provide requested data in a timely manner. If certain information is unavailable, the City will work with Engineer to determine reasonable alternatives for information, if needed.
- b. The proposed project schedule assumes that the City will provide responses within 1 – 2 weeks of submittal date.
- c. For the workshops described in Tasks 1.5 and 1.6, Engineer has assumed one City Project Team workshop will be held the same trip as one Stakeholder workshop (same day or adjacent day). All other workshops and meetings included in Task 1 have been budgeted as separate trips.
- d. Unless otherwise noted in the scope of services, Engineer has assumed addressing one

EXHIBIT A

round of City review comments for submittals.

- e. Engineer has developed this scope of services, schedule, and budget using best available information at the time of this submission. However, the uncertainty surrounding these circumstances and potential disruptions to providing our services caused by the global outbreak and spread of COVID-19 (“coronavirus”) may have an impact on the Project (i.e. scope of services, schedule, and budget). If potential disruptions occur prior to initiating services or during performance of these services, Burns & McDonnell will notify the City of the potential impacts and work with the City to mutually agree on a path forward.

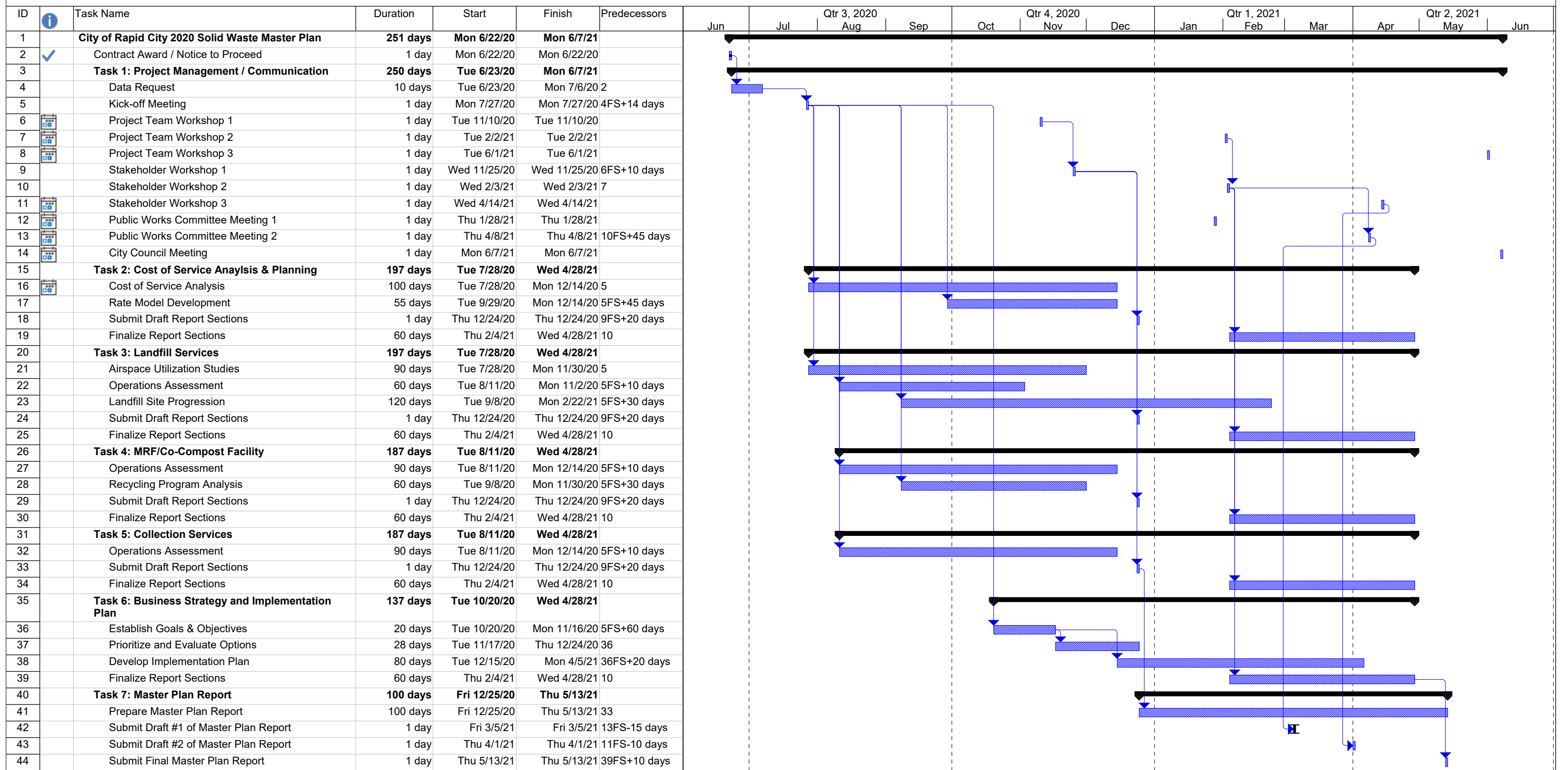


EXHIBIT B

**Burns & McDonnell
Cost Estimate Summary Sheet**

**City of Rapid City
Solid Waste Master Plan
Project No. 19-2561/CIP No. 51229**

Task No	Activity	Labor Hours	Labor Fee	Total Expense Fee¹	Total Task Fee
1.0	Project Management / Project Communication				
1.1	Data Request	28	\$5,900.00	\$280.00	\$6,180.00
1.2	Kick-off Meeting	10	\$2,340.00	\$100.00	\$2,440.00
1.3	Progress Calls	20	\$4,260.00	\$200.00	\$4,460.00
1.4	Progress Meetings	108	\$24,290.00	\$2,070.00	\$26,360.00
1.5	Project Team Workshops	92	\$21,600.00	\$6,370.00	\$27,970.00
1.6	Stakeholder Engagement Meetings	124	\$29,160.00	\$8,230.00	\$37,390.00
2.0	Cost of Service Analysis and Planning				
2.1	Current Cost of Service Analysis	148	\$24,160.00	\$3,370.00	\$27,530.00
2.2	Forecasted Cost of Service Analysis and Rate Mode	170	\$27,710.00	\$1,690.00	\$29,400.00
2.3	20-Year CIP Analysis and Scenario Forecasting	174	\$32,820.00	\$1,730.00	\$34,550.00
2.4	Solid Waste Trends, Policies and Regulatory Review	18	\$2,970.00	\$180.00	\$3,150.00
2.5	Baseline Demographic and Current System Review	180	\$29,210.00	\$1,790.00	\$31,000.00
2.6	Estimate Waste Generation and Composition	80	\$14,010.00	\$800.00	\$14,810.00
3.0	Landfill Services				
3.0	Subconsultant Fee for all Task 3	0	\$0.00	\$98,650.00	\$98,650.00
3.1	Airspace Utilization Study	24	\$5,270.00	\$240.00	\$5,510.00
3.2	Operations Assessment	140	\$29,540.00	\$2,490.00	\$32,030.00
3.3	Landfill Site Progression	240	\$47,900.00	\$3,240.00	\$51,140.00
3.4	Closure/Post-Closure Care	32	\$5,730.00	\$320.00	\$6,050.00
3.5	Capital Improvement Needs	72	\$13,170.00	\$720.00	\$13,890.00
4.0	MRF/Co-Compost Facility				
4.1	Operations Assessment	228	\$52,520.00	\$5,320.00	\$57,840.00
4.2	Capital Improvement Needs	80	\$18,000.00	\$800.00	\$18,800.00
4.3	Recycling Program Analysis	74	\$14,640.00	\$740.00	\$15,380.00
5.0	Collection Services				
5.1	Collection Operations Review	138	\$28,080.00	\$2,420.00	\$30,500.00
5.2	Collection Program Analysis	160	\$32,140.00	\$2,640.00	\$34,780.00
5.3	Capital Improvement Needs	36	\$7,080.00	\$360.00	\$7,440.00
6.0	Business Strategy and Implementation Plan				
6.1	Establish Master Plan Goals and Objectives	28	\$6,240.00	\$280.00	\$6,520.00
6.2	Summarize and Prioritize Options and Scenarios	56	\$11,810.00	\$560.00	\$12,370.00
6.3	Five-Year Implementation Plan	80	\$14,930.00	\$800.00	\$15,730.00
7.0	Solid Waste Master Plan Report				
7.1	Prepare Master Plan Report	218	\$43,640.00	\$3,170.00	\$46,810.00
				Total Labor Fee:	\$549,120.00
				Total Subconsultant Fee:	\$98,650.00
				Total Estimated Reimbursable Expenses:	\$50,910.00
				Total Hours:	2758
				Total Estimated Fee:	\$698,680.00

1. A technology charge of \$9.95 per labor hour is included as an expense for technology usage, software, hardware, standard printing & reprographics, and telecommunications. Specialty items are not included in the technology charge. Other reimbursable expenses include Travel, Lodging, Meals, and specialty printing items.

EXHIBIT C

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$64.00
Technician *	6	\$81.00
Assistant *	7	\$93.00
	8	\$129.00
	9	\$151.00
Staff *	10	\$175.00
	11	\$189.00
Senior	12	\$213.00
	13	\$237.00
Associate	14	\$245.00
	15	\$249.00
	16	\$252.00
	17	\$257.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. The services of contract employees and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet based on their respective Classification Level as if such personnel is a direct employee of Burns & McDonnell.

EXHIBIT C
Schedule of Reimbursable Expenses

Description	Unit Cost
Personal Mileage	Prevailing Federal Rate
Technology Charge	\$9.95 per labor hour
Travel - Airfare and Rental Car	At Cost
Lodging and Meals	At Cost
Specialty Printing	At Cost