

Request for Proposals
for
Solid Waste Engineering Services
December 15, 2017
City of Sioux Falls, South Dakota
Proposal Request No. 18-0004

Prepared by:

City of Sioux Falls
Landfill Division and Purchasing
Division
December 15, 2017

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**Request for Proposals
for
Solid Waste Engineering Services for the Sioux Falls Regional Sanitary
Landfill**

**Section 1
Introduction and Instructions**

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified solid waste engineering firm (hereinafter referred to as the “Offeror”) to provide services for the Sioux Falls Regional Sanitary Landfill (SFRSL), which is owned and operated by the City. The services associated with this RFP will consist of, but are not limited to, providing engineering services, including permitting, planning, rate analysis, design and construction administration services, engineering support, and environmental compliance support. Activities under this contract are specific to the SFRSL, which is owned and operated by the City.

1.02 Contact Person, Telephone, Fax Number, and Email

David Dekker, Purchasing Specialist, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

David Dekker, Purchasing Specialist

Phone: 605-367-8833

Email: ddekker@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: December 15, 2017.
- Deadline for questions: January 10, 2018.
- Proposals due: January 18, 2018 at 2 p.m. CST.
- City issues Notice of Intent to Award a Contract approximately: February 2, 2018.
- City issues contract approximately: March 1, 2018.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy (marked "Original") and four (4) hard copies of the proposal in a sealed envelope or package. Also include an USB flash drive containing all the information submitted in your proposal, with the cost proposal information separated in a different file on the flash drive.

Cost Proposal is to be submitted in a separate sealed envelope or package, clearly labeled "Cost Proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: David Dekker
RFP No. 18-0004
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central Standard Time, on January 18, 2018**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to David Dekker, Purchasing Specialist, at ddekker@siouxfalls.org. Answers to questions will be posted on the RFP website, that can be found at www.siouxfalls.org/business. The deadline for questions is 12 p.m. Central Standard Time, January 10, 2018.

Additionally, a nonmandatory preproposal meeting will be held at 8:30 a.m. on January 4, 2018, at the main meeting room at SFRSL, 26750 464th Avenue, Hartford, SD 57033, for all interested firms to view the SFRSL and ask questions regarding the scope of work listed in the RFP. All visitors are required to check in at the Scalehouse and will be directed to the location of the preproposal meeting.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., January 12, 2018.

Responding firms are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting firm.

Section 2 Scope of Work

2.01 Introduction

The City is requesting proposals for a solid waste engineering firm to provide services for the SFSRL.

2.02 Background

The Sioux Falls Regional Sanitary Landfill is located approximately 5 miles west of Sioux Falls, SD, and is the largest landfill in the state of South Dakota. The landfill serves a population of approximately 260,000 in a five-county region, which includes Minnehaha, Lake, Lincoln, McCook, and Turner Counties. The landfill started accepting municipal solid waste (MSW) in 1979 and currently has a projected closure date of 2080.

The landfill property encompasses approximately 800 acres—320 acres is permitted for waste. The landfill currently operates with numerous permits and has an active landfill gas collection and control system (GCCS).

2.03 General Billing Requirements

The City seeks an efficient billing process. The City requires invoicing to each account, as requested, at no additional charge to the City. The billing format will be reviewed and approved by the contract administrator prior to the final contract agreement. Offeror must thoroughly describe their ability to accept and process orders using purchase orders or purchasing cards. Offerors must also discuss their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or a seamless electronic interface to City accounting systems.

The City **will not** accept fuel surcharges, delivery charges, or any other miscellaneous fees and/or surcharges.

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the Offeror provide any additional services at no cost to the City or assist the City in evaluating its existing needs and future needs.

2.04 Scope of Work—General Specifications

The following tasks shall be completed by the firm.

1. Tipping Fee Analysis

The Firm will provide technical assistance and work with the City to update the current Tipping Fee Model (TFM) at a minimum once per calendar year. The TFM may need to be adjusted throughout the calendar year depending on project planning or change in future operations. The Firm will be specifically responsible for the following:

- Review of actual waste tonnages, revenues, and expenses to previous projections used in the TFM and update the TFM as appropriate.
- Incorporating results of airspace calculations into the TFM. The airspace calculations may affect the timing of some of the Capital Improvement Program (CIP) projects.
- Incorporate any changes to the anticipated fluctuations in revenues and expenses.
- Review restricted and unrestricted cash balances and their relationship to cash reserve targets.
- Recommend future tipping rates based on the TFM evaluation, as needed.
- Adjust the TFM to incorporate changes to the City's CIP and assist the City with determining the financial impacts of implementing additional Solid Waste Master Plan (SWMP) strategies or other operational changes.
- TFM updates will be provided to the City in electronic format for review as needed.

2. Airspace Calculations

The firm will be provided topographical surveying information by the City to complete annual airspace calculations. The following items will be completed for this task:

- Remaining volume in West MSW and C and D areas.
- Airspace utilization for MSW and C and D based on tonnage received during the time period between surveys. This airspace utilization analysis will focus on the MSW areas filled to determine waste compaction rates. Specific areas to evaluate will be determined at the time of the analysis.
- Remaining life in the West MSW Area and East C and D Area based on an estimated growth rate in waste and airspace utilization. This analysis will incorporate the potential development of Cell 10 and other potential diversion technologies pursued by the City.
- The remaining airspace for the asbestos disposal area.

The timing of future cell construction will also be reviewed based on the results of the airspace calculations. The volume calculation results and future cell construction timing will be summarized in a report to the city.

3. Financial Assurance

Closure and post-closure cost estimate spreadsheet for the landfill will be updated on an annual basis using the information from Task 2. These costs will be used to determine the City's financial assurance obligation and liability associated with the landfill. It is anticipated that the current calculation spreadsheet will be used to complete this work; with costs updated with new inflation and discount rates, permit modifications, and current construction costs.

4. Fill Progression, Wet Weather and Soil Excavation Planning

Firm will work to develop a plan to address the fill progression, wet weather operations, and soil excavation planning for the short and long term. Once the plan is developed it will be reviewed and updated on an annual basis or as needed. GPS surveying instruments mounted on City equipment will be utilized to help develop these plans.

5. Solid Waste Permitting

The landfill's current five-year permit will expire in February 2020 and as part of these services, the Firm will prepare the application for renewal with the South Dakota Department of Natural Resources.

6. Miscellaneous General Engineering and Operational Services

Miscellaneous general engineering and operational services will include, but are not limited to the following:

- Land acquisition and use planning assistance (e.g., future landfill disposal area, wetland construction and mitigation, soil stockpile, facility siting).
- Landfill Gas and Leachate regulatory and operational assistance.
- Environmental monitoring and compliance.
- DENR and EPA correspondence and coordination.
- Operational, technical, and regulatory assistance for leachate, landfill gas, and recirculation systems at the Landfill; City requests for other solid waste support services.
- SWPPP reviews and updates.
- Assistance with ordinance reviews and rate studies.

2.05 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the firm's performance of the agreement or any other agreements of the firm, entered into by reason thereof. The firm shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the firm, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The

indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.06 Insurance Requirements

The Offeror shall secure the insurance specified below. All insurance secured by the firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The Offeror 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 Offeror agrees to hold the City harmless from any liability, including additional premium due because of the firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

2.07 Cost Proposal

The proposal shall provide a description of proposed fees and expenses to provide the services described in your response to this request. A breakdown of the proposed fees on each of the identified 6 tasks is required for a period of three years (36 months) with a percentage increase option for years four and five of the agreement. The City requests an

hourly rate breakdown for task 6. Attachment A, Cost Proposal Sheet, will guide in how the City expects to be billed for the each of the tasks.

2.08 Contract Award

It is the City's intent to enter into a contract with an Offeror who best demonstrates the ability to complete the scope of work listed in this RFP. The contract shall be for an initial three year period with the option for the City to extend the term two more years, renewable on an annual basis. After review of the proposals, if the City decides to not enter into contract, the City will notify all Offerors.

2.09 Federal Requirements

The offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

The submittal must contain the following information:

- 1. Cover Letter.** Provide name and address of the company(s) and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The firm offer must be good for 90 days.

2. Project Team Experience Qualifications

- a. Prepare an organizational chart showing your firm's team.
- b. Provide résumés or a listing of information for each person included in your firm. State the educational background of each individual, years of experience, length of employment with your firm, and experience providing comparable services. For each person, list specific responsibilities in your firm, experience with similar cities of similar size and type, and current work assignments and availability.

- 3. References.** Firm shall provide a list with contact information of agencies that have requested your services to assist in providing the services listed in this RFP.

- 4. **Experiences.** Each firm shall supply recent examples of similar projects in other cities that the firm was involved with regarding services listed in this RFP.
- 5. **Statement of Work and Project Approach.** Discuss how your organization will accomplish each task. Include details of how and when you will interact with staff throughout the process from planning to completing each task.

Section 4
Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the below criteria. The evaluation team will rely on the qualitative information contained and presented in the proposals and reference checks in making the decision to select the most qualified firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Understanding of the project and demonstrated ability to execute the scope of work in this RFP. 30 pts.
- Experience of the firm’s project team. 15 pts.
- Cost for the proposed designs. 20 pts.
- Proposed work plan or approach to this project, following terms of RFP and including a general timeline. 15 pts.
- References and similar services provided by the firm. 20 pts.

Upon review of the proposals, the City will score the proposals and may short-list and may interview the highest ranking firms. Upon completion of the interviews, the City would re-score the remaining proposals and the highest ranking firm may be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked firm, the City may move to the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached or for any other reason.

Depending on the number of proposals received, the City reserves the right to shortlist the proposals and eliminate the lowest ranking proposals for consideration.

Oral Presentations

Offerors determined to be reasonably acceptable for award **may** be required to provide an on-site presentation of their proposal for the evaluation committee. Offerors are encouraged to bring examples of work and any other pertinent past project information. If presentations are needed, they will be held at the City. The City will schedule a date and time with each of

the Offerors if necessary. Offerors will be responsible for all costs associated with providing the demonstration.

4.02 Special Conditions

Excluding proprietary information, the successful Offeror's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Section 5 Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

5.06 Special Conditions

The reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City.

The City reserves the right to:

- a. Amend, modify, or withdraw this RFP.
- b. Revise any requirements under this RFP.
- c. Require supplemental statements of information from any responding party.
- d. Extend the deadline for submission of responses hereto.
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f. Waive any nonconformity with this RFP.
- g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm.
- j. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

5.07 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.08 Additional Terms and Conditions

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

5.09 Supplemental Terms and Conditions

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

5.10 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.11 Taxes and Taxpayer Tax Identification

The contractor must provide a valid vendor Tax Identification Number as a provision of the contract.

1. State and Use Taxes:

Work for this project is subject to state sales tax and use taxes on materials and equipment. Said taxes shall be included in the contract price. Refer to Supplementary Conditions for additional information.

2. Contractor's Excise Tax:

Contractor's excise taxes will be due and payable by the proposer to the South Dakota Department of Revenue. To verify collection and reporting requirements, call 605-367-5800.

Section 6 Standard Proposal Information

6.01 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

6.02 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

6.03 Right of Rejection

The City reserves the right to reject any proposals in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Office may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Office may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice others' offers.
- Do not change the meaning or overall scope of the RFP.
- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

6.04 Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Purchasing Office or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a

material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

6.05 Contract Negotiation

After final evaluation, the Purchasing Office may negotiate with the Offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City Hall, 224 West Ninth Street, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all costs including its travel and per diem expenses.

6.06 Failure to Negotiate

If the selected Offeror:

- Fails to provide the information required to begin negotiations in a timely manner.

- Fails to negotiate in good faith.

- Indicated it cannot perform the contract with the budgeted funds available for the project.

- If the Offeror and the City after a good-faith effort cannot come to terms.

The City may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest-ranked Offeror.

Attachment A

**Attachment A
Cost Proposal Sheet
RFP 18-0004 Landfill Engineering Services**

	Months 1 - 36	% increase from months 1 - 36	% increase from months 37 - 48
Task 1 – Tipping Fee Analysis			
cost per update:			
Task 2 - Airspace Calculations			
cost per update:			
Task 3 - Financial Assurance			
cost per update:			
Task 4 - Fill Progression, Wet Weather and Soil Excavation Planning			
initial plan:			
cost per update:			
Task 5 - Solid Waste Permitting			
task cost:			
Task 6 - Miscellaneous General Engineering and Operational Services			
submit hourly rate sheet			