

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

Date: June 15, 2010

Project Name & Number: Water Reclamation Facility Primary Digester Cover Replacement: **CIP #:** 50790
Project No. WRF10-1883

Project Description: Design and bidding services for the replacement of the two primary digester covers at the Water Reclamation Facility. The project will include demolition and replacement of the primary digester covers, demolition and replacement of the digester internal mixing tubes, gas piping modifications, cover accessory equipment work, and sludge transfer box improvements.

Consultant: Burns & McDonnell Engineering Co., Inc.

Original Contract Amount: \$68,705.00	Original Contract Date: June 21, 2010	Original Completion Date: October 15, 2010
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Addendum No:

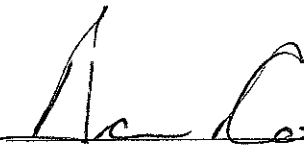
Amendment Description:


Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____

Funding Source This Request:

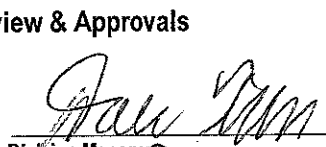
\$68,705.00	833	4223	604	To be reimbursed by SRF Loan
\$68,705.00	Total			


Agreement Review & Approvals

 6/8/10
Project Manager Date

 6/8/10
Compliance Specialist Date

City Attorney Date

 6-9-10
Division Manager Date

 6-9-10
Department Director Date

ROUTING INSTRUCTIONS

Route **two** originals of the Agreement for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works
Engineering
Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
		Y N
		Y N

Item #16
Rev. 03/2009

**Agreement Between City of Rapid City and Burns & McDonnell Engineering Co.
for Professional Services for the Rapid City Water Reclamation Facility Primary
Digester Cover Replacement Project, Project No. WRF10-1883 / CIP No. 50790**

AGREEMENT made June 21, 2010, between the City of Rapid City, SD (City) and Burns & McDonnell Engineering Co., (Engineer), located at 9785 Maroon Circle, Suite 400, Centennial, CO 80112. City intends to obtain services for the Water Reclamation Facility Primary Digester Cover Replacement Project, Project No. WRF10-1883, CIP No. 50790. The scope of services and associated professional engineering services fee estimate are as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A, B, C, and D, 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.



1.2 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 Exhibits A, B, C, and D.)

Section 2—Information Provided by City

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

Section 3—Notice to Proceed

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

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the continued and material failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it by agreement or otherwise after providing Engineer a reasonable opportunity to cure the deficiencies. In such



case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's actions .

- 4.1.12 Excluding lump sum agreements, 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 examination will be performed at reasonable times, with proper notice, and at City's cost.
- 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, 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 rate schedule (See Exhibits C and D).

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed Sixty Eight Thousand Seven Hundred Five Dollars (\$68,705.00) 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.

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 at the rates 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 October 15, 2010, based on an award date of June 21, 2010.

Section 7—Insurance Requirements

7.1 Insurance Required

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

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including



additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.



Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Mutual Waiver of Consequential Damages: Both parties agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

Limitation of Liability: To the fullest extent permitted by law, the total liability in the aggregate, of Engineer and Engineer's officers, directors, employees, agents and consultants to City and anyone claiming by, through or under City, for any and all liabilities, claims, losses, expenses or damages whatsoever arising out of or in any way related to Engineer's services, including but not limited to tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause or causes shall not exceed the greater of One Million Dollars (\$1,000,000.00) or Burns & McDonnell's insurance limit as stated in Section 7.4

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:

BURNS & MCDONNELL

MAYOR

DATE: _____

DATE: 6/8/2010

ATTEST:

FINANCE OFFICER

Reviewed By:

DAN COON, P.E., PROJECT MANAGER

DATE: June 9, 2010



EXHIBIT A – SCOPE OF SERVICES

June 7, 2010

Project: Rapid City Water Reclamation Facility
 Primary Digester Cover Replacement Project
 City of Rapid City Project No. WRF10-1883
 City of Rapid City CIP No. 50790

Owner Information:

City of Rapid City, South Dakota
 300 Sixth Street
 Rapid City, South Dakota 57701-2724

Contact: Mr. Dan Coon, P.E.
 Phone: (605) 394-4154
 Fax: (605) 394-6636

Engineer:

Burns & McDonnell Engineering Co., Inc.
 9785 Maroon Circle, Suite 400
 Centennial, Colorado 80112

Contact: Mr. Darin Brickman, P.E.
 Phone: (303) 721-9292
 Fax: (303) 721-0563

PROJECT BACKGROUND

The City of Rapid City, South Dakota, (hereinafter OWNER) is in the process of improving the biosolids handling system at the Rapid City Water Reclamation Facility (WRF). Burns & McDonnell Engineering Company, Inc., (hereinafter ENGINEER) was contracted to conduct Phase I, Phase II, and Phase III of this project. Phase I consisted of evaluation of the current biosolids management system at the WRF with special emphasis on the original facility. At the completion of Phase I the ENGINEER, in conjunction with the OWNER, finalized the project scope, deliverable end products, and timeline for the project in the Phase I Findings Document. Based on and in accordance with the Phase I Findings Document, Phase II consisted of the Secondary Digester Cover and Gas Mixing Equipment Replacement Project. Phase III consisted of the Digester Control Building Improvements Project.

This final phase shall consist of developing design drawings and specifications for improvements to the two existing primary digesters and the project name shall be “Primary Digester Cover Replacement Improvements Project”. As described in the Phase I Findings Document, the primary digester improvements were to be completed in two separate projects; however, Phase IV will now include improvements to both digesters in one single project. The Primary Digester Cover Replacement Project will include demolition and replacement of the existing primary digester covers, demolition and replacement of the existing primary digester internal mixing tubes, gas piping modifications, cover accessory equipment work, specifying sludge transfer box coating systems, and other miscellaneous improvements.

SCOPE OF SERVICES

The following is the Scope of Services to be provided by ENGINEER for the OWNER.

1. Document Preparation:

- 1.1. Project Kick-off Meeting – The ENGINEER will conduct a one-day project kick-off meeting and site review meeting at the OWNER’S facilities. The Kick-Off Meeting Agenda shall include the following items:
 - 1.1.1. Review goals, objectives, and project approach
 - 1.1.2. Review project schedule, budget, and deliverables
 - 1.1.3. Discuss project team and roles
 - 1.1.4. Outline communication protocol
 - 1.1.5. Review construction phasing issues
 - 1.1.6. Confirm general contract bidding requirements
 - 1.1.7. Determine any OWNER related material and equipment preferences
 - 1.1.8. Project team field data collection effort
 - 1.1.9. Attendees: Principal Engineer (via conference call), Process Engineer, and Structural Engineer.
- 1.2. Status Meetings – Conduct two (2) status meetings between the OWNER and ENGINEER at the 50% and 95% design completion milestones. The ENGINEER shall provide a status report at each meeting and prepare meeting minutes for distribution to the Project Team. The 50% status meeting shall be held at the OWNER facilities and the 95% status meeting shall be held via conference call.
- 1.3. Bidding documents shall be prepared for General Contractor bidding. Three (3) hard copies each of the drawing sets (11”x17” sheet size) and specifications packages shall be submitted at the 50 percent and 95 percent completion stages for review and approval by the OWNER. The OWNER’S “Front-End Documents (i.e., Bidding Requirements, Contract Forms, and Contract Conditions) shall be reviewed by the ENGINEER and all recommended modifications and changes shall be provided to the OWNER. Upon approval of recommended modifications and/or changes by the OWNER, the documents shall be finalized for bidding. The Bidding Documents shall generally include the following:
 - 1.3.1. Project Components/Drawings:
 - A. Title Sheet
 - B. Site Map and Legend
 - C. Demolition Plan and Sections
 - D. Primary Digester #1 Cover Plan
 - E. Primary Digester #2 Cover Plan
 - F. Primary Digester Cover Section and Details
 - G. Primary Digester Piping Plan, Sections, and Details
 - H. Structural Sections and Details
 - I. Reference Sheets (if required)
 - 1.3.2. Documents and Specifications:
 - A. Documents (based on OWNER standard contract documents):

1. Notice for Bids (City of Rapid City Document)
2. Information and Instructions to Bidders (City of Rapid City Document)
3. Insurance Requirements (City of Rapid City Document)
4. Bidder's Proposal (City of Rapid City Document)
5. Contract Between Contractor and the City of Rapid City (City of Rapid City Document)
6. Performance Bond (City of Rapid City Document)
7. General Conditions (City of Rapid City Document)
8. SRF Conditions (electronic files provided by City of Rapid City)
9. Other Documents recommended by ENGINEER and accepted by OWNER.

B. General Requirement and Technical Specifications:

1. Summary of Work
 2. Project Meetings, Schedules and Reports
 3. Submittals
 4. Definitions and Standards
 5. Barriers and Temporary Controls
 6. Temporary Utilities and Facilities
 7. Equipment and Materials
 8. Manufacturer's Field Services
 9. Contract Closeout
 10. Warranties
 11. Demolition
 12. Process Piping and Valves
 13. Digester Cover and Accessories
- 1.4. An opinion of probable construction cost shall be prepared at the 50% design stage and the 100% design stage.
2. Bid Phase Services (Pre and Post Bidding):
- 2.1. Provide OWNER Electronic Bidding Documents for OWNER reproduction and distribution of Bidding Documents (and Addenda, if applicable) as defined in the "Deliverables" section of this Exhibit A. OWNER shall be responsible for developing, maintaining, and distributing Plan Holder's List. ENGINEER shall provide a recommendation on where OWNER should advertise the project beyond normal channels.
 - 2.2. Prepare the Pre-Bid Meeting Agenda and Attend Pre-Bid Meeting
 - 2.3. Respond to Bidders Questions (Prior to Bid Date) including:
 - 2.3.1. Maintain formal log of all calls and communications requesting interpretation(s).
Any official changes shall be made by addenda, issued to all Plan Holders.
 - 2.4. If required, addendum shall be provided where clarification of uncertainty will necessitate modification of Bidding Documents.
 - 2.5. The ENGINEER shall not attend the Bid Opening.
 - 2.6. The ENGINEER shall review General Contractor Bids, prepare bid tab, and provide recommendation to OWNER.

- 2.7. The ENGINEER shall assist the OWNER in preparation of Contract Documents for signature including Contract, Notice of Award, and Notice to Proceed.
- 2.8. The OWNER shall:
- 2.8.1. Reproduce and Distribute Bidding Documents (see 2.1)
 - 2.8.2. Determine which media and locations are appropriate for advertisement of the General Contract Bidding Documents.
- 2.9. Items not included in the scope of services:
- 2.9.1. Specifying work related to digester cleaning and solids handling/disposal (OWNER-completed work)
 - 2.9.2. SCADA work (OWNER indicated that SCADA work is not desired)
 - 2.9.3. Electrical work (all improvements are not electrical in nature)
 - 2.9.4. HVAC work (all improvements are outside the interior building spaces)
 - 2.9.5. Geotechnical and surveying work (all improvements will utilize existing infrastructure)

DELIVERABLES

The ENGINEER shall provide the deliverables stated in the Scope of Services. All Issued-for-Bid and Issued-for-Construction documents shall be provided in Microsoft Word and AutoCAD 2008 file format on CD. ENGINEER shall provide OWNER two (2) PDF files of contract drawings for reproduction purposes with one file being for 11"x17" format and the other shall be for 22"x34" format. ENGINEER shall apply to OWNER for any applicable exceptions from OWNER'S Drafting Standards. ENGINEER shall provide OWNER PDF file of contract specifications for OWNER'S reproduction purposes. ENGINEER shall be responsible for reproduction of drawings and specifications used for ENGINEER'S purposes.

Electronic Media: Any electronic media (computer disks, CDs, tapes, and similar items) furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.) ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

EXHIBIT B
Burns & McDonnell Engineering Co.
 City of Rapid City, South Dakota
 Primary Digester Cover Replacement Project
 Professional Engineering Services Fee Estimate
 Design and Bidding Services

	Principal Engineer	Process Engineer	Mechanical Engineer	Electrical Engineer	Structural Engineer	Technical ACAD	Word Processing	QA/QC	TOTAL HOURS	LABOR	EXPENSES	SUBCON	TOTAL
TASK SERIES 1 - Design Document Preparation													
1.1 Kickoff Meeting and Site Visit	2	2							12	1,936	642	-	2,578
1.2 Status Meetings (2)	2	12							18	2,964	717	-	3,701
1.3 Design and Drawing and Specification Preparation													
(A) Cover and Drawing Index Sheet		1				2			4	586	62	-	648
(B) Detail and Section Legend, Site Map, and Vicinity Map		4				2			4	586	62	-	648
(C) Demolition Plan and Section Sheet		4				8			14	1,964	210	-	2,174
(D) Primary Digester #1 Cover Plan		16				16			42	6,100	648	-	6,748
(E) Primary Digester #2 Cover Plan		8				8			30	4,312	457	-	4,769
(F) Primary Digester Cover Section and Details		16				2			36	5,182	550	-	5,732
(G) Primary Digester Piping Plan, Sections, and Details		2				16			10	1,478	156	-	1,634
(H) Structural Section and Details		1				4			2	899	937	-	1,836
(I) Reference Sheets		2				4			4	2,832	302	-	3,134
(J) Specifications		40							4	5,312	545	-	5,857
1.4 50% and 100% Complete Opinion of Probable Construction Costs	2	8							18	2,832	302	-	3,134
1.5 Project Management	2	32							32	5,312	545	-	5,857
Person-Hour Subtotal	8	159	0	0	0	82	8	20	355	53,288	6,447	-	59,746
TASK SERIES 2 - Bidding Phase Services													
2.1 Document Production		2							14	1,562	863	-	2,405
2.2 Pre-Bid Agenda and Meeting		12							12	1,962	145	-	2,137
2.3 Provide Interpretation of Documents and Issue Addendum		8							21	3,067	233	-	3,320
2.4 Bid Opening		2							0	-	-	-	-
2.5 Contractor Bid Review and Recommendation	2	2							4	712	72	-	784
2.6 Preparation of Documents of Signing		1							2	281	30	-	311
Person-hour Subtotal	2	25	0	0	0	13	5	0	53	7,624	1,332	-	8,957
Contract Total	10	184	0	0	0	76	13	20	408	60,922	7,780	-	68,705

EXHIBIT C – SCHEDULE OF HOURLY PROFESSIONAL SERVICE BILLING RATES

Schedule of Hourly Professional Service Billing Rates
Primary Digester Cover Replacement Project – WRF10-1883/CIP No. 50790

Position Classification	Classification Level	Hourly Billing Rate
General Office	5	\$58.00
Technician	6	\$64.00
Assistant	7	\$75.00
	8	\$105.00
	9	\$115.00
Staff	10	\$127.00
	11	\$142.00
Senior	12	\$153.00
	13	\$166.00
Associate	14	\$177.00
	15	\$190.00
Principal	16	\$195.00
	17	\$199.00
RAPIDCITY10A		

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. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
3. Monthly invoices will be submitted for payment covering services and expenses during the preceding month.
4. Schedule of Hourly Professional Services Billing Rates is in effect for duration of contracted design and bidding services scope of work.

EXHIBIT D – SCHEDULE OF REIMBURSABLE EXPENSES

Schedule of Reimbursable Expenses	
Description	Unit Cost
Personal Mileage:	\$0.50
Reproduction/Printing:	8.5"x 11" Copies White \$0.08/sheet 22" x 34" Drawings White Bond \$1.68/sheet 22" x 34" Drawings Mylar \$5.88/sheet 8.5"x 11" Copies Color \$0.70/sheet Color Plotting \$6.00/SF
Long Distance Telephone:	Cost
Postage:	Cost
Travel Expenses:	
Airfare:	Cost
Lodging:	Cost
Meals:	Cost
Rental Car:	Cost
Vehicle Expense:	
Sedan (4-door)	\$58/day + \$0.29/mile
SUV – 4WD	\$65/day + \$0.35/mile

Total of billable hours plus reimbursable expenses shall not exceed the maximum Cost Reimbursable Not to Exceed Amount allowed under the contract, without a written amendment executed by the parties.