

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

Project Name & Number: Rapid City Landfill Cells 15 & 16 Landfill Liner and Leachate Collection **CIP #:** 50888

Project Description: To provide professional engineering services for the design and construction of Cell 16.

Consultant: Burns and McDonnell Engineering Co.

Original Contract Amount: \$229,467.00	Original Contract Date: January 17, 2012	Original Completion Date:
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Addendum No: 3

Amendment Description: Construction quality assurance (CQA) services for the construction of Cell 16 and installation of a geosynthetic lining system.

Current Contract Amount: \$428,534.42	Current Completion Date: June 30, 2013
Change Requested: \$212,926.00	
New Contract Amount: \$641,460.42	New Completion Date: December 31, 2013

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$106,463.00	7102	4223	0615	
\$106,463.00	7103	4223	0616	
Total				

Agreement Review & Approvals

_____ 7-2-13
Project Manager Date

_____ 7/3/13
Compliance Specialist Date

City Attorney Date

_____ 7-2-13
Division Manager Date

Department Director Date

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

	Date	Initials	Approved	
Appropriation	7/3/13	JD	(Y)	N
Cash Flow			Y	N

AMENDMENT NO. 3
To
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
Between
BURNS & McDONNELL ENGINEERING COMPANY, INC.
Centennial, Colorado
and
CITY OF RAPID CITY, SOUTH DAKOTA

This Contract amendment is made by and between Burns & McDonnell Engineering Company, Inc., a Missouri Corporation and City of Rapid City, South Dakota, this 13th day of June, 2013, for the Rapid City Landfill Cell 16 Landfill Liner and Leachate Collection System Construction Management and Documentation (LF11-1974)

Whereas, it is the mutual desire of the parties hereto to amend the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES entered into on the 7th day of January 2012, hereinafter called the Existing Agreement, amended on the 2nd of October, 2012, hereinafter called Amendment No. 1, amended on the 29th day of April, 2013, hereinafter called Amendment No. 2., and amended on the 25th day of June, 2013, hereinafter called Amendment No. 3.

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

SCOPE OF SERVICES

ADD the following to Scope of Services:

- Section 4 – Construction Phase Services
 - Description

City of Rapid City has submitted and received approval for a solid waste management facility permit modification and construction documents from the South Dakota Department of Environment and Natural Resources (SDDENR) to construct improvements at the City of Rapid City's Landfill (Landfill). It is City of Rapid City's desire that Engineer provide construction phase services for Rapid City Project Numbers 13-2111 and 13-2112. Engineer will subcontract with CETEC Engineering Services, Inc. to assist in the completion of the construction phase work.
 - Task 1.0 – Pre-construction Meeting

Engineer will facilitate a pre-construction meeting at the Rapid City Landfill (Landfill) with the selected contractor and subcontractors. Discussion issues will include design and construction methods (schedule, submittals, change order processes, and payment request procedures), health and safety, temporary controls, and interactions with Landfill operations/customers. Meeting minutes will be prepared and distributed to attendees of the meeting.
 - Task 2.0 – Construction Administration and Documentation

Engineer will review and process Contractor's submittals and Requests for Information (RFI). Engineer will maintain communication with the Contractor through the submittal process to ensure materials and equipment meet project specifications and will assist the Contractor with the efficient execution of the submittal process. During the course of construction activities Engineer will be responsible for activities including, but not limited to:

- Technical support for questions that arise, field changes, and change orders
- Review and approval of prepared project submittals and Contractor payment
- Coordination with City of Rapid City and approval of change orders
- Facilitation and attendance of meetings.
- Subgrade certification
- Geosynthetics quality assurance testing
- Review and acceptance of warranty certificates
- Facilitation of inspection meetings for certification (e.g. Electrical Inspection)
- Detailed daily field observations and complete daily reports (including digital photography when appropriate).
- Review of field delivered materials and workmanship for approval or refusal.
- Review of materials testing and field testing provided by Contractor and City of Rapid City as specified.
- Processing of pay estimates, pay applications, progress reports, contract change orders with analysis, justification and recommendations, project correspondence, and reports and charts (if needed).
- Monitoring erosion control measures and submitting required forms.
- In an effort to expedite the certification of the Landfill construction, Engineer will prepare and submit the certification documents to the SDDENR as necessary to receive approval to begin operation of the disposal area prior to full submittal of the documentation report as part of Task 3.

○ Task 3.0 – Construction Documentation Report

Engineer, after completion of the construction activities, will prepare a construction quality assurance (CQA) report. As part of this task, Engineer will organize all pertinent construction data and submittals into report format, submit a draft CQA report to the City of Rapid City for review and comments, and submit the final CQA report to the SDDENR. The CQA report will discuss:

- Project introduction and background
- List of organizations and responsibilities

- Summary of construction activities
- Testing laboratory results
- Observation and test data sheets (includes sampling and testing location plan)
- Description of construction problems/resolutions Earthwork (as-constructed)
- Geosynthetics installation and panel layout (as-constructed geosynthetics)
- Leachate collection system installation
- List of deviations from the construction documents

ASSUMPTIONS

Engineer has assumed the following additional assumptions.

- Engineer assumes to provide onsite representation for 22 planned meetings regardless of the purpose of the meeting.
- Engineer will provide full time on site personnel during liner installation and operations layer installation.
- Maximum construction duration is assumed to be 23 weeks total and continuous commencing from the Contractor Notice to Proceed (date of the first project initiated, Project No. 13-2111 or Project No. 13-2112) and extending until the substantial completion date (the latter substantial completion date of Project No. 13-2111 or Project No. 13-2112).
- Engineer will, through the services of American Engineering and Testing of Rapid City and TRI Environmental, Inc. of Austin, Texas, complete field testing for in place soils and geosynthetics. Non-passing tests will be retested and paid for by the Contractor.
- Engineer is not responsible for coordinating work between the two project Contractors and will not be responsible for any delays or discrepancies resulting from conflicts between the Contractors.

SCHEDULE

Revise Amendment 3 Schedule as follows:

Construction Phase Services shall coincide with the construction schedule up to and including 14 days prior to Contractor Notice to Proceed and extend not more than 30 days beyond the construction final completion date for final delivery of the Construction Documentation Report.

FEE

Revise as follows:

“5.2. The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed Six Hundred and Twenty Three Thousand Two Hundred and Four dollars and Forty Two cents (\$623,204.42) 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.

- a. Exhibit F of Amendment 3 presents the detailed Professional Engineering Services Fee Estimate for Scope Items listed in Amendment 3. Tasks 1 through 3 in Section 4 total Two Hundred and Twelve Thousand Nine Hundred and Twenty Six Dollars and no cents: \$212,926.00).

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

BURNS & MCDONNELL ENGINEERING CO.

ACCEPTED:

By Mark A. Lichtwardt

Title VICE PRESIDENT

Date JUNE 28, 2013

ATTEST:

By Daniel D. Kerner

Title Principal

Date JUN 28, 2013

CITY OF RAPID CITY

ACCEPTED:

By _____

Title Mayor

Date _____

ATTEST:

By _____

Title Finance Officer

Date _____

END OF AMENDMENT NO. 3

EXHIBIT F
AMENDMENT NO. 3 COST ESTIMATE

**Cost Estimate - Amendment 3
on a per Task Basis**

(fill in green boxes)

**Rapid City, South Dakota
Amendment 3 - Construction CQA
Rapid City Landfill**

Task No.	Task Description	Category	Hourly Rate	Hours	Cost	EXPENSES									
						Item	Quantity	Unit	Cost per Unit	Bare Cost	Percent Markup	Total Cost			
1.0	Pre-Construction Meeting	Associate (17) Associate (14) Senior (13) Senior (12) Staff (11) Staff (10)	\$220.00 \$192.00 \$179.00 \$167.00 \$156.00 \$140.00	16	\$2,496.00	Meals	1	day	\$50	\$50					\$50
		Assistant (9) Assistant (8) Assistant (7) Technician (6) General Office	\$127.00 \$115.00 \$82.00 \$69.00 \$60.00			Mileage	700	mile	\$0.55	\$388					\$388
Task Subtotals				16	\$2,496.00										
Task Total				16	\$2,496.00										\$438
2.0	Construction Administration	Associate (17) Associate (14) Senior (13) Senior (12) Staff (11) Staff (10) Assistant (9) Assistant (8) Assistant (7) Technician (6) General Office	\$220.00 \$192.00 \$179.00 \$167.00 \$156.00 \$140.00 \$127.00 \$115.00 \$82.00 \$69.00 \$60.00	24 24 365 20 180	\$4,296.00 \$56,940.00 \$2,800.00 \$20,700.00	Meals	20	day	\$50	\$1,000					\$1,000
						Airfare	2	each	\$500	\$1,000					\$1,000
						Lodging	20	day	\$100	\$2,000					\$2,000
						Mileage	9800	mile	\$0.55	\$5,439					\$5,439
						Supplies	1	Lump	\$250	\$250					\$250
						Geosynthetic Testing	1	Lump	\$6,500	\$6,500					\$6,500
						Geotechnical Testing	1	Lump	\$10,574	\$10,574					\$10,574
						CQA	1	Lump	\$80,841	\$80,841					\$80,841
Task Subtotals				589	\$84,736.00										
Task Total				589	\$84,736.00										\$107,604
3.0	Documentation Report	Associate (17) Associate (14) Senior (13) Senior (12) Staff (11) Staff (10) Assistant (9) Assistant (8) Assistant (7) Technician (6) General Office	\$220.00 \$192.00 \$179.00 \$167.00 \$156.00 \$140.00 \$127.00 \$115.00 \$82.00 \$69.00 \$60.00	4 44 66	\$716.00 \$6,864.00 \$8,382.00										
Task Subtotals				24	\$1,440.00										
Task Total				24	\$1,440.00										\$250.00
Project Total				138	\$17,402.00										\$212,926.00