

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

Date: October 30, 2007

Project Name & Number: Water Reclamation Facility Digester Repair and Improvements-Phase II **CIP #:** 50581
WRF07-1549A

Project Description: Development of design drawings and specifications for replacement of the Water Reclamation Facility (WRF) secondary digester cover and mixing equipment.

Consultant: Burns & McDonnell Engineering Company, Inc.

Original Contract Amount: \$77,054.00	Original Contract Date: June 20, 2007	Original Completion Date: 80 days after Notice to Proceed
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Amendment Number: 1

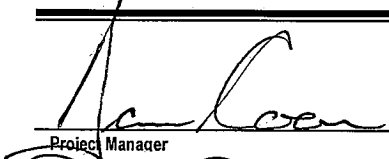

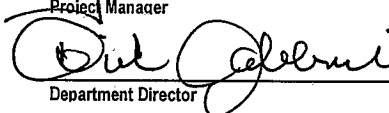
Amendment Description: Provide Construction Phase Services for project

Current Contract Amount: \$77,054.00	Current Completion Date: October 5, 2007
Change Requested: \$64,566.00	
New Contract Amount: \$141,620.00	New Completion Date: November 1, 2008

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$64,566.00	833	4223	Water Reclamation Enterprise Fund
\$64,566.00	Total		

Agreement Review & Approvals

 Project Manager	10-16-07 Date	 Division Manager	10-18-07 Date
 Department Director	10/18/07 Date	City Attorney	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		Y N	
Cash Flow		Y N	

AMENDMENT NO. 1
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 17th day of October, 2007, for the Rapid City Water Reclamation Facility Digester Repair and Improvements, Phase II – Secondary Digester Cover and Gas Mixing Equipment Replacement Project (WRF07-1549A)

Whereas, it is the mutual desire of the parties hereto to amend the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES entered into on the 19th day of July 2007, hereinafter called the Existing Agreement.

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

SCOPE OF SERVICES

Add the following:

3. Construction Phase Services: ENGINEER shall consult with and advise OWNER and act as OWNER'S ENGINEER as provided in OWNER'S General and Supplementary Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General and Supplementary Conditions shall not be modified without ENGINEER'S written consent. As OWNER'S consultant, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents. ENGINEER shall provide for general administration of construction contract to the extent indicated in this Scope of Services and shall consult with and advise OWNER and act as OWNER'S representative as provided in the Contract Documents. OWNER'S instructions to Contractor shall be issued through OWNER. The ENGINEER shall not have authority to act on behalf of OWNER in dealings with Contractor as indicated in the Contract Documents, except as otherwise provided in writing.
 - 3.1. Preconstruction Meeting Preparation and Attendance: The ENGINEER shall schedule and conduct Preconstruction Meeting at the Rapid City Water Reclamation Facility. The ENGINEER'S attendees shall include Project Manager, Project Engineer, and Construction Services Representative (CSR).
 - 3.2. Compliance Submittal Review: ENGINEER shall log, track, review and approve (or take other appropriate action in respect of) Compliance Submittals (i.e., Shop Drawings), Samples, and other submittals and data which Contractor is required to submit for general conformity to the Contract Documents.
 - 3.3. Construction Administration Engineering Services:

- 3.3.1. ENGINEER shall provide general project administration and provide engineering support to the OWNER during the construction of the project. ENGINEER shall submit all instructions and interpretation to OWNER for issuance by OWNER to Contractor; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith. OWNER shall be notified of any direct communication between ENGINEER and Contractor.
- 3.3.2. ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and prepare Orders and Directives as required. The Orders and Directives shall be issued by the OWNER to the Contractor. ENGINEER shall review and evaluate requests for Change Orders that may be requested during the construction period including review for proper form and documentation. OWNER shall prepare Change Orders and process them for submittal based on ENGINEER'S recommendation.
- 3.4. Pay Request Review and Recommendations: ENGINEER shall review and evaluate monthly payment requests submitted by the Contractor. ENGINEER shall review pay requests for proper form and documentation, and provide recommendation to OWNER on payment.
- 3.5. Weekly Progress Meeting Attendance:
- 3.5.1. In connection with completion of work of Contractor while it is in progress, ENGINEER shall attend weekly progress meetings via telephone conference call. Based on the work, participation in twelve (12) weekly meetings is contained in this scope of services.
- 3.5.2. ENGINEER shall prepare meeting minutes and submit to OWNER and Contractor.
- 3.6. Construction Services Representative Site Visits:
- 3.6.1. OWNER shall provide day-to-day construction observation for the project and report to ENGINEER the daily activities of the Contractor. ENGINEER shall provide Construction Services Representative who will be the authorized representative of ENGINEER, who will possess the particular skills and qualifications necessary to fulfill the required duties, and who shall be present at the site to provide seven (7), two-day on-site observations of Contractor's work at ENGINEER-defined critical milestones during the construction phase including:
- 3.6.1.1. Completion of existing cover demolition to observe the condition of the existing structure.
- 3.6.1.2. Completion of the welding services required for fabrication of the new digester cover.
- 3.6.1.3. Completion of the coating work required for the new digester cover.
- 3.6.1.4. Completion of installation of the new digester cover and mixing system.
- 3.6.1.5. Start-up of mixing system.
- 3.6.1.6. Two additional milestones.
- 3.6.2. ENGINEER, through the Construction Services Representative, shall observe the progress and quality of the work as is reasonably necessary at the defined milestones of construction to determine if the work is proceeding in accordance with the Contract Documents. ENGINEER shall notify OWNER immediately if, in the Construction Services Representative's opinion, work does not conform to the Contract Document or requires special inspection or testing, and keep OWNER advised as necessary.
- 3.6.3. OWNER'S Construction Services Representative shall provide the daily construction observation services including:
- 3.6.3.1. Review and monitor the progress schedule, schedule of Shop Drawing and other submittals and Schedule of Values prepared by Contractor.

- 3.6.3.2. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and for those meetings not attended by the ENGINEER prepare and circulate copies of minutes thereof, and keep ENGINEER advised as necessary.
 - 3.6.3.3. Serve as OWNER'S liaison with Contractor, assist Contractor in understanding the intent of the Contract Documents, and review the project construction schedule and report conditions which may cause delays in project completion. Report clarifications and/or interpretations to Contractor and ENGINEER.
 - 3.6.3.4. Receive Compliance Submittals (i.e., Shop Drawings), samples and all other required submittals, and review for understanding with Contract Documents, and advise Contractor and ENGINEER of the commencement of any work requiring a submittal if the submittal has not been approved.
 - 3.6.3.5. Conduct on-site observations of the work in progress to determine if the work is in general proceeding in accordance with the Contract Documents.
 - 3.6.3.6. Report to ENGINEER whenever any work will not produce a completed project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the complete project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise as to work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3.6.3.7. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof, and observe, record and report appropriate details relative to the test procedures and start-ups.
 - 3.6.3.8. Maintain orderly files for correspondence, reports of job conferences, Compliance Submittals (i.e., Shop Drawings) and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other project related documents. Maintain an updated set of Contract Documents showing "Conforming to Construction Records" conditions based on the Contractor's records and the OWNER'S Construction Services Representative's observations and inspections.
 - 3.6.3.9. Prepare and maintain a daily report or diary or log book recording Construction Services Representative's time and activities related to the project, Contractor's hours and operations on the job, weather conditions nature and location of work being performed, verbal instructions and interpretations given to Contractor, and specific observations. Record any occurrence or work that may result in a claim for a change in contract amount or time. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 3.6.3.10. Review Applications for Payment with Contractor for compliance with the established procedure for submission, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work, and take appropriate action for disposition prior to ENGINEER'S review.
- 3.7. As-Constructed Drawings: ENGINEER shall furnish to the OWNER one complete set of reproducible drawings on mylar or approved equal. The set of reproducible drawings furnished shall be "Revised According to Construction Records" in accordance with records provided by

Contractor and ENGINEER'S Resident Project Representative. If mylar drawings are generated by a computer-aided drawing system, furnish drawings on magnetic disk or CD. If the system is other than AutoCAD, furnish drawing files as DXF files.

- 3.8. Two-Year Warranty Site Review: One (1) Construction Services Representative of the ENGINEER shall attend one (1) two-year warranty site visit to assist the OWNER in coordinating warranty issues between OWNER and Contractor. It is anticipated that this site visit will occur at the 20-month period of the 24-month warranty period. ENGINEER shall prepare a written report summarizing findings and submit to OWNER.

RESPONSIBILITIES OF OWNER

Add the following after second paragraph:

“Owner shall also provide day-to day construction observation services as detailed in Paragraph 3.6.3.”

TIME OF SERVICE

Add the following at the end of the first paragraph:

“The Construction Phase Services shall be completed in same time period as the Contractor’s work schedule.”

COST REIMBURSEMENT NOT TO EXCEED

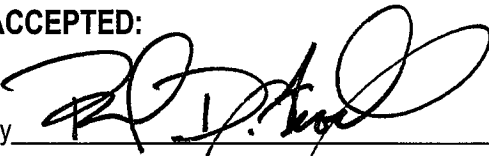
Add the following at the end of Paragraph A.1.a: “For Construction Phase Services, for work completed in calendar year 2007, the payment shall be at the hourly rates indicated in Exhibit A. For work completed in calendar year 2008, payment shall be at the hourly rates indicated in Exhibit D.”

Delete Paragraph A.2 in it’s entirety and replace with: “Total payment for the Scope of Services described herein shall not exceed One Hundred Forty One Thousand Six Hundred and Twenty dollars (\$141,620) without written approval of OWNER. Exhibits C and E present a detailed Professional Engineering Services Fee Estimate.”

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.

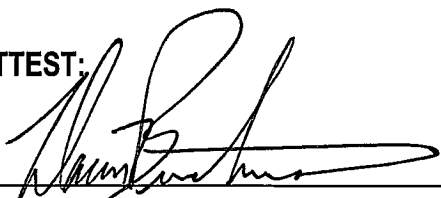
ACCEPTED:

By 

Title Vice President

Date 10/11/07

ATTEST:

By 

Title Associate

Date 10/11/2007

CITY OF RAPID CITY

ACCEPTED:

By _____

Title Mayor

Date _____

ATTEST:

By _____

Title Finance Officer

Date _____

END OF AMENDMENT NO. 1

EXHIBIT A: SCHEDULE OF YEAR 2007 HOURLY PROFESSIONAL SERVICE BILLING RATES

Position Classification	Classification Level	Hourly Billing Rate
General Office	5	\$51.00
Technician	6	\$55.00
Assistant	7	\$64.00
	8	\$89.00
	9	\$98.00
Staff	10	\$107.00
	11	\$119.00
Senior	12	\$128.00
	13	\$141.00
Associate	14	\$153.00
	15	\$164.00
Principal	16	\$169.00
	17	\$176.00

BMR907A

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 hourly rates shown above are effective for services through completion of the design and bidding phase of the contract, and are subject to revision thereafter.
3. For outside expenses incurred by Burns & McDonnell and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt.

EXHIBIT C

Burns & McDonnell Engineering Co.

City of Rapid City, South Dakota
 Phase II - Secondary Digester Cover and Gas Mixing Equipment Replacement Project
 Professional Engineering Services Fee Estimate
 Design and Bidding Services

	Principal Engineer	Project Manager	Process 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 (1)			2	2	2		1	1	7	7	932	103	1,035
1.2 Status Meetings (2)		20	20	10	10		2	2	52	52	7,278	1,300	8,578
1.3 Drawing and Specification Preparation													
(A) Cover and Drawing Index Sheet		1	4	1	1	8		1	15	15	1,833	225	2,058
(B) Detail and Section Legend, Site Map, and Vicinity Map		1	8	1	1	8		1	18	18	2,192	269	2,461
(C) Demolition Plan and Section Sheet		6	10	6	4	22		2	50	50	6,400	776	7,176
(D) Digester Improvements Plan		6	18	6	4	24		2	54	54	6,720	821	7,541
(E) Digester Improvements Sections and Details		6	24	24	4	24		2	60	60	7,488	914	8,402
(F) Digester Electrical Plan and Sections				24	24	24		2	50	50	6,558	790	7,348
(G) Specifications (~25 Sections)	1	12	32	2	4	24	6	6	63	63	8,357	1,004	9,361
1.4 50% and 100% Complete Option of Probable Construction Costs	2	4	6	4	2	2		6	18	18	2,636	309	2,945
Person-hour Subtotal	3	56	124	73	18	134	9	18	437	437	55,952	7,301	64,253
TASK SERIES 2 - Bidding Phase Services													
2.1 Document Distribution Assistance			1	1	2				3	3	342	43	385
2.2 General Contractor Prequalification	2	8	8	2	2		1		19	19	2,650	315	2,965
2.3 Pre-Bid Agenda and Meeting		10	2						12	12	1,788	405	2,191
2.4 Provide Interpretation of Documents and Issue Addendum		6	26	4	2		2		42	42	5,508	664	6,170
2.5 Bid Opening									0	0	-	-	-
2.6 Contractor Bid Review and Recommendation		2	1	1			2		3	3	434	51	485
2.7 Preparation of Documents of Signing		1	2	2			2		5	5	537	68	605
Person-hour Subtotal	2	27	40		4		5	0	84	84	11,255	1,545	12,801
Contract Total	5	85	164	73	18	138	14	18	521	521	68,207	8,846	77,054

EXHIBIT D: SCHEDULE OF YEAR 2008 HOURLY PROFESSIONAL SERVICE BILLING RATES

Position Classification	Classification Level	Hourly Billing Rate
General Office	5	\$54.00
Technician	6	\$58.00
Assistant	7	\$68.00
	8	\$94.00
	9	\$104.00
Staff	10	\$114.00
	11	\$126.00
Senior	12	\$136.00
	13	\$150.00
Associate	14	\$162.00
	15	\$174.00
Principal	16	\$179.00
	17	\$187.00

BMR908A (Projected)

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 hourly rates shown above are effective for services through completion of the design and bidding phase of the contract, and are subject to revision thereafter.
3. For outside expenses incurred by Burns & McDonnell and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt.

EXHIBIT E

Burns & McDonnell Engineering Co.

City of Rapid City, South Dakota
 Phase II - Secondary Digester Cover and Gas Mixing Equipment Replacement Project
 Professional Engineering Services Fee Estimate
 Construction Phase Services

	Project Manager		Construction Services Rep		Project Engineer		Electrical Engineer		Structural Engineer		Tech/ACAD		Office Assistant		Local RPR		TOTAL HOURS		LABOR EXPENSES		TOTAL	
TASK SERIES 3 - Construction Phase Services																						
3.1 Preconstruction Meeting	8		16															24	\$ 3,689	\$ 834	\$ 4,523	
3.2 Compliance Submittal Review	2				40	6	4						16					68	\$ 8,353	\$ 1,107	\$ 9,460	
3.3 Construction Administration Engineering Services	12		12		40	16	4										84	\$ 12,304	\$ 1,074	\$ 13,379		
3.4 Pay Request Review and Recommendations	4		2		2	2											8	\$ 1,219	\$ 105	\$ 1,324		
3.5 Weekly Construction Progress Meetings (Via Conference Call)	16		8		28	4	2										58	\$ 8,510	\$ 743	\$ 9,252		
3.6 Construction Services Representative Site Visits (7)			120														120	\$ 17,935	\$ 3,170	\$ 21,105		
3.7 As-Constructed Drawings	1		2		2	1	1					8					15	\$ 1,938	\$ 254	\$ 2,191		
3.8 Two-Year Warranty Site Review	2		16														18	\$ 2,716	\$ 615	\$ 3,331		
Person-hour Subtotal	45		176		112	27	11	8	16			0					395	\$ 56,663	\$ 7,902	\$ 64,566		
Construction Phase Services Total	45		176		112	27	11	8	16			0					395	\$ 56,663	\$ 7,902	\$ 64,566		