

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

Date: October 12, 2010

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

Project Description: Construction Phase Services for the replacement of the Primary Digester Covers at the Water Reclamation Facility.

Consultant: Burns & McDonnell Engineering Co.

Original Contract Amount: \$68,538.00 **Original Contract Date:** Sept. 30, 2010 **Original Completion Date:** Nov. 30, 2011

Addendum No:

Amendment Description:

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

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$68,538.00	833	4223	604	Project to be funded with State Revolving Fund (SRF) Loan
\$69,538.00	Total			

Agreement Review & Approvals

<p><u><i>[Signature]</i></u> <u>9/30/10</u> Project Manager Date</p> <p><u><i>[Signature]</i></u> <u>9/30/10</u> Compliance Specialist Date</p> <p><u><i>[Signature]</i></u> <u>9-30-10</u> City Attorney Date</p>	<p><u><i>[Signature]</i></u> <u>10-1-10</u> Division Manager Date</p> <p><u><i>[Signature]</i></u> <u>10-1-10</u> Department Director Date</p>
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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	10/5/10	<i>[Initials]</i>	Y N
Cash Flow			Y N

**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 – Construction Phase Services,
Project No. WRF10-1883 / CIP No. 50790**

AGREEMENT made September 30, 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 – Construction Phase Services, 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 construction phase 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 Five Hundred Thirty Eight Dollars (\$68,538.00) 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 November 30, 2011, which corresponds to the anticipated construction completion plus one month for as-built drawings. The Engineering services is dependent on project completion by the Contractor, thus the Construction Services contract completion date may be revised as needed.

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.

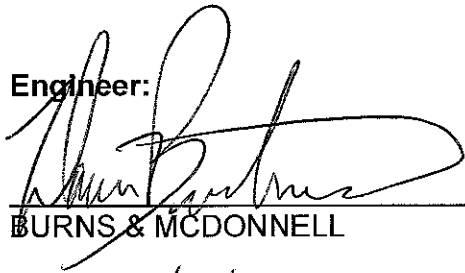
Section 13—Funds Appropriation

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

BURNS & MCDONNELL


DATE: _____

DATE: 9/30/2010

ATTEST:

FINANCE OFFICER

Reviewed By:



DAN COON, P.E., PROJECT MANAGER

DATE: Oct. 4, 2010



EXHIBIT A

September 30, 2010

Project: Rapid City Water Reclamation Facility
 Primary Digester Cover Replacement Project –
 Construction Phase Services
 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. The final phase of work includes replacement of the Primary Digester Covers.

This work shall consist of Construction Phase Services for the work designed by Burns & McDonnell and incorporated into the Contract Documents of the Primary Digester Cover Replacement Project No. WRF10-1883.

SCOPE OF SERVICES

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

1. 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.
 - 1.1. Preconstruction Meeting Preparation and Attendance: The ENGINEER shall schedule and conduct the Preconstruction Meeting. The ENGINEER's attendees shall include the Project Manager or Construction Services Representative (CSR) at a minimum.
 - 1.2. 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, vendor supplied O&M manuals (not written narratives by ENGINEER) and other submittals and data which Contractor is required to submit for general conformity to the Contract Documents. Compliance review will be limited to work items included in the ENGINEER'S contract documents.
 - 1.3. Construction Administration Engineering Services:
 - 1.3.1. ENGINEER shall provide technical engineering support to the OWNER during the construction of the project. ENGINEER shall submit all instructions and interpretation (RFI responses) to Contractor; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance there under 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. ENGINEER shall be copied on any correspondence between the OWNER and Contractor that pertains to work designed by ENGINEER for this project.
 - 1.3.2. ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate for work designed by ENGINEER, 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 appropriate cost

and scope of 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.

- 1.4. 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.
- 1.5. Weekly Progress Meeting Attendance:
 - 1.5.1. In connection with completion of work by Contractor and designed by ENGINEER, while it is in progress, ENGINEER shall attend weekly progress meetings via telephone conference call. Based on the work, participation in thirty two (32) weekly meetings is contained in this scope of services.
 - 1.5.2. ENGINEER shall provide copies of meeting minutes to OWNER and Contractor.
- 1.6. Construction Services Representative Site Visits:
 - 1.6.1. OWNER shall provide construction observation for the project and report to ENGINEER the 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 ten (10), two-day on-site observations (less trips may be possible if items below can be combined or if the Contractor chooses to work on more than one cover at a time) of Contractor's work at ENGINEER-defined critical milestones during the construction phase including:
 - A. Two (2) visits to observe the condition of the existing structures upon completion of demolition of each existing digester cover.
 - B. Two (2) visits at the completion of the welding services required for fabrication of each new digester cover.
 - C. Two (2) visits at the completion of the coating work required for each new digester cover.
 - D. Two (2) visits at the completion of installation of the new digester cover and connection to the existing mixing system.
 - E. One (1) visit for inspection of the roofing system.
 - F. One (1) visit for final inspection and punch list items.
 - 1.6.2. ENGINEER'S 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 ENGINEER'S opinion, work does not conform to the Contract Document or requires special inspection or testing, and keep OWNER advised as necessary.
- 1.7. As-Constructed Drawings: ENGINEER shall furnish to the OWNER one (1) 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.

- 1.8. Items not included in the scope of services:
 - 1.8.1. Specifying work related to digester cleaning and solids handling/disposal (OWNER-completed work)
 - 1.8.2. SCADA work (OWNER indicated that SCADA work is not desired)
 - 1.8.3. Electrical work (all improvements are not electrical in nature)
 - 1.8.4. HVAC work (all improvements are outside the interior building spaces)
 - 1.8.5. Geotechnical and surveying work (all improvements will utilize existing infrastructure)
 - 1.8.6. Two-Year Warranty Site Review

RESPONSIBILITIES OF OWNER

The OWNER shall provide the following:

Assistance by placing at ENGINEER'S disposal all available information pertinent to the assignment including water reclamation facility as-constructed drawings and other water reclamation facility data required and requested by ENGINEER. Owner shall also provide construction observation services at intervals necessary to ensure non-conforming work is identified in a timely manner as detailed below.

2. OWNER'S Construction Services Representative shall provide construction observation services including:
 - 2.1. Review and monitor the progress schedule, schedule of Shop Drawing and other submittals and Schedule of Values prepared by Contractor.
 - 2.2. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof if the ENGINEER is not present, and keep ENGINEER advised as necessary.
 - 2.3. 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.
 - 2.4. Conduct on-site observations of the work in progress to determine if the work is in general proceeding in accordance with the Contract Documents.
 - 2.5. 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.
- 2.6. For start-ups witnessed by OWNER when Engineer is not present: 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.
 - 2.7. Prepare and maintain a 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.
 - 2.8. 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.

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 variances 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
Construction Phase Services

	Principal Engineer Level 15	Construction Services Engineer Level 12	Project Engineer Level 13	Staff Engineer Level 9	Mechanical Engineer Level 12	Electrical Engineer Level 15	Structural Engineer Level 14	Tech/ ACAD Level 9	Office Assistant Level 7	TOTAL HOURS	LABOR	EXPENSES	TOTAL
TASK SERIES 3 - Construction Phase Services													
3.1 Preconstruction Meeting (SE via Conference Call)			8				2			10	\$ 1,730	\$ 1,035	\$ 2,765
3.2 Compliance Submittal Review			24	40			40			104	\$ 16,144	\$ 1,333	\$ 17,477
3.3 Construction Administration Engineering Services	2		24	40			20			86	\$ 12,910	\$ 1,076	\$ 13,986
3.4 Pay Request Review and Recommendations			24							24	\$ 4,104	\$ 330	\$ 4,434
3.5 Weekly Construction Progress Meetings (32 via Conference Call)			8	32			4			44	\$ 7,468	\$ 602	\$ 8,070
3.6 Construction Services Representative Site Visits (10)			100							100	\$ 15,900	\$ 3,750	\$ 19,650
3.7 As-Constructed Drawings			2	2			2	8		14	\$ 1,982	\$ 175	\$ 2,157
3.8 Two-Year Warranty Site Review			0	0						0	\$ -	\$ -	\$ -
Person-hour Subtotal	2	110	114	80	0	0	68	8	0	382	\$ 60,238	\$ 8,300	\$ 68,538
Construction Phase Services Total	2	110	114	80	0	0	68	8	0	382	\$ 60,238	\$ 8,300	\$ 68,538
Level	15	12	13	9	12	15	14	9	7				
Hourly Rate (\$/Hr.) RAPIDCITY11A	\$193	\$159	\$171	\$120	\$159	\$193	\$181	\$120	\$77				

EXHIBIT C – SCHEDULE OF HOURLY PROFESSIONAL SERVICE BILLING RATES

Schedule of Hourly Professional Service Billing Rates
 Construction Phase Services
 WRF10-1883 / CIP No. 50790

Position Classification	Classification Level	Hourly Billing Rate
General Office	5	\$59.00
Technician	6	\$65.00
Assistant	7	\$77.00
	8	\$108.00
	9	\$120.00
Staff	10	\$132.00
	11	\$148.00
Senior	12	\$159.00
	13	\$171.00
Associate	14	\$181.00
	15	\$193.00
Principal	16	\$198.00
	17	\$200.00

RAPIDCITY11A

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 Construction Phase 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.

**WATER RECLAMATION FACILITY
PRIMARY DIGESTER COVER REPLACEMENT
PROJECT NO. WRF10-1883 CIP # 50790**

PW101210-12

