

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 7th day of April, 2014, for the Jackson Springs Water Treatment Plant – Construction Phase Services (Project No. WTP10-1858 / CIP No. 50789).

Whereas, it is the mutual desire of the parties hereto to amend the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES entered into on the 6th day of December 2010, hereinafter called the Existing Agreement, amended on May 2, 2011 and October 16, 2012.

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

SCOPE OF SERVICES

ENGINEER shall assist OWNER in repeating the membrane filtration system Initial Performance Testing (IPT) including the following activities;

- Review and comment on IPT procedure and final reporting prepared by the system supplier (GE),
- Review and approval of revised technical submittal information from GE,
- Provide input when requested regarding the balance of plant performance and its potential effect on the IPT.
- Attend weekly conference calls with OWNER, GE, and Contractor as necessary to review the state of the IPT.

ENGINEER shall continue to provide project management functions through the completion of the second IPT and MTP.

SCHEDULE

The second IPT is expected to commence on March 3, 2014 and conclude on May 1, 2014.

Following the IPT, ENGINEER shall provide the Monitored Test Period (MTP) support described in the Existing Agreement. The six-month MTP was originally expected to commence in October, 2013 (at the conclusion of the initial IPT) and conclude in March 2014. Based on the second IPT schedule, the MTP is expected to commence in May, 2014 and conclude in October, 2014.

LUMP SUM FEE

For the additional scope of services described above, the City shall pay the Engineer the additional lump sum amount of Twenty-Nine Thousand Seven Hundred Twenty-Five dollars (\$29,725.00), for a contract total of One Million, Nine Hundred Thirty-Seven Thousand Seven Hundred Forty-Six Dollars (\$1,937,746.00).”

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. Zuchtnerdt

Title Vice President

Date 3/10/14

ATTEST:

By [Signature]

Title Principal

Date _____

CITY OF RAPID CITY, SD

ACCEPTED:

By _____

Title Mayor

Date _____

ATTEST:

By _____

Title Finance Officer

Date _____

END OF AMENDMENT NO. 2