This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2012.

AMENDMENT NO. 6 TO OWNER-ENGINEER AGREEMENT

PROJECT NO. 07EN58

1. Background Data:

a. Effective date of OWNER-ENGINEER Agreement: May 1, 2012

b. OWNER: City of Gillette

c. ENGINEER: Burns & McDonnell Engineering Co.

d. Project: Gillette Madison Pipeline Project

2. Nature of Amendment: [*Check those that are applicable.*]

☒ Additional Services to be performed by ENGINEER

☐ Modifications to Services of ENGINEER

☐ Modifications to Responsibilities of OWNER

☒ Modifications to Payment to ENGINEER

☐ Modifications to Time(s) for rendering Services

☐ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

☒ Attachment 1, "Modifications"

☒ Other attachments as listed below:
-REVISED EXHIBIT "A" AND "C" TO THE AGREEMENT

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this agreement. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February , 2015

OWNER:	ENGINEER:
City of Gillette, Wyoming	Burns & McDonnell Engineering Co.
By:	By:
Title:	Title: Vice President
Date Signed:	Date Signed:

ATTACHMENT 1

This is **Attachment 1**, consisting of 1 Page(s), to Amendment No. 5, Dated February , 2015.

Modifications

☒ A1. ENGINEER shall perform the following Additional Services:

Please see REVISED EXHIBIT "A" AND EXHIBIT "C" OF CONSTRUCTION PHASE AGREEMENT (attached) for detailed descriptions of the changes in services to be performed:

1) Construction Phase Services for Contract Nos. 5 (Donkey Creek Pump Station) and Contract 7 (Sodium Hypochlorite Disinfection Facility)

☐ A2. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:

☐ A3. The responsibilities of OWNER are modified as follows:

☒ A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:

The following fee adjustments correspond to the service adjustments in A1 above:

1) Additional Construction Phase Fee = $1,566,137

☒ A5. The schedule for rendering services is modified as follows:

1) Construction Phase Related Services – Per General Contractor completion dates contained in Contract Documents for Contracts No. 5 and 7

☐ A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

E-500 Exhibit K.Sept 2004

This is **EXHIBIT A**, consisting of 25 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2012.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

~~A.1.01 *Study and Report Phase*~~

~~A. Engineer shall:~~

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~

2. ~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~

3. ~~Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~

4. ~~Identify and evaluate _____ alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~

5. ~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its ENGINEERs; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~

6. ~~Perform or provide the following additional Study and Report Phase tasks or deliverables:~~

7. ~~Furnish _____ review copies of the Report and any other deliverables to Owner within _____ calendar days of authorization to begin services and review it with Owner. Within _____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish _____ copies of the revised Report and any other deliverables to the Owner within _____ calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A.1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and Upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

a. None

6. Furnish number of review copies of the Preliminary Design Phase documents and any other deliverables to Owner as indicated in Attachment 1 of Exhibit A. within _____ calendar days of authorization to proceed with this phase, and review them with Owner. Within twenty-one (21) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within _____ calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

~~A.1.03 *Final Design Phase*~~

~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and Upon written authorization from Owner, Engineer shall provide the professional services indicated in Appendix 1 of Exhibit A which were outlined in the Request for Proposals and amended herein during the Consultant selection and contract negotiations stages of the project.~~

~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the bid documents are delivered to Owner.~~

~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is six (6) plus one (1) for the groundwater test well. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

A.1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall perform the following services related to the Madison Pipeline Project described in Appendix 1 of this exhibit:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, ~~if any, and receive and process contractor deposits or charges for the Bidding Documents.~~

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

    a. General Contractor Prequalification for the following construction contracts:

        1) (B&M 6) Contract No. 6 – Pine Ridge Storage Tank
        2) (B&M 7) Contract No. 7 – Sodium Hypochlorite Disinfection Facility
        3) (B&M 2a) Contract No. 2a – Three Additional Madison Wells
        4) (B&M 2b) Contract No. 2b – Well Field Pipeline, Pumps, Buildings, and Equipment
        5) (B&M 8) Contract No. 8 – Blending Pipeline
        6) (B&M 5) Contract No. 5 – Donkey Creek Pump Station
        7) (B&M 4e) Contract No. 4e – Transmission Pipeline from STA 2300+25 to Highway 51/D Road

6. ~~Attend the Bid opening,~~ Prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

~~B.~~ The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors ~~(except as may be required if Exhibit F is a part of this Agreement).~~

A.1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall perform the following services related to the Madison Pipeline Project described in Appendix 1 of this exhibit:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. Engineer will perform all inspections, test and approvals of samples, materials, and equipment specifically required in this Contract.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. ~~*Selecting Independent Testing Laboratory*. Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~

4. *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules*. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks*. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction*. In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders*. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directiv*es. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives for Owner execution. Prior to executing a Change Order, the Engineer, on behalf of the Owner, will submit a copy to WWDC for review and approval. The Engineer shall not approve work outside a construction contract without an executed Change Order. The Engineer shall promptly provide copies of all executed Change Orders, Field Orders, and Work Directives to the Owner and WWDC.

11. *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor*. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment*. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents*. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11. Engineer will review completion documents and incorporate them into Operation and Maintenance manuals for the Owner. Engineer will provide any operational recommendations into the Operation and Maintenance manuals. This scope does not include comprehensive technical manuals detailing the operation of the Owner's systems beyond the items specifically listed above.

17. *Substantial Completion*. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: None

19. *Final Notice of Acceptability of the Work*. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

20. *Final Payment Notices and Advertisements*. Engineer will include the requirement for notices and advertisements for final payment in construction contract documents.

B. *Duration of Construction Phase*. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities*. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

A. Upon written authorization from Owner to complete work in accordance with A2.01, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

B. During the Post-Construction Phase, and included in the total fee in Appendix C, the Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

2. Perform or provide the following additional Post-Construction Phase tasks or deliverables: None

3. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Normal changes due to Owner and WWDC comments are included in the Basic Services scope and fee. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, significant or major scope changes due to Owner or WWDC comments, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions ~~beyond those identified in Paragraph A1.01.A.4~~.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultant's for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Exhibit A, Appendix 1 ~~Paragraph A1.03.D.~~

10. Services during out-of-town travel required of Engineer other than for visits to the Site, Owner's office, and WWDC's office(s).

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. ~~Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.~~

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. ~~Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~ Any restaking of previously staked construction survey work.

16. ~~Providing Construction Phase services beyond the original date for final completion of the Work.~~ Engineer will cause liquidated damages clauses to be placed in the construction contract to cover additional Engineer's services due to Contractor's activities beyond the Substantial and Final Completion date(s). Any of Engineer's additional services due to Contractor's activities beyond the Substantial and Final Completion date(s) that would not be covered by liquidated damages would require written acceptance by the Owner and concurrence by WWDC.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. ~~Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.~~

19. ~~Preparation of operation and maintenance manuals.~~

20. Preparing to serve or serving as an Engineer or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B, or in excess of the times specified in A1.05.A.18.

This is **Appendix 1 to EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2012.

Scope of Services

At the conclusion of the Design Phase Services, certain phases of work were defined. Each Scope of Services shall be as described in the following attachments to this Appendix 1.

1. Attachment 1 – Construction Program Management Services
2. Attachment 2 – (B&M 3) Contract No. 3 – In-Town Pipeline Construction Phase and Post-Construction Phase Services
3. Attachment 3 – (B&M 4a) Contract No. 4a – Transmission Pipeline from WyoDak to Southern Drive Tank Construction Phase and Post-Construction Phase Services
4. Attachment 4 – (B&M 4b, 4c, 4d, and 4f) Contract Nos. 4b, 4c, 4d, and 4f – Pine Ridge Potable Water Pipeline; Transmission Pipeline from WyoDak to Donkey Creek Pump Station; Transmission Pipeline from Donkey Creek Pump Station to Highway 51/D Road; and Transmission Pipeline from STA 2300+25 to Pine Ridge Construction Phase Services and Post-Construction Phase Services
5. *(B&M 6) Contract No. 6 – Pine Ridge Storage Tank Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*
6. *(B&M 7) Contract No. 7 – Sodium Hypochlorite Disinfection Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*
7. *(B&M 2a) Contract No. 2a – Three Additional Madison Wells Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*
8. *(B&M 2b) Contract No. 2b – Well Field Pipeline, Pumps, Buildings, and Equipment Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*
9. *(B&M 8) Contract No. 8 – Blending Pipeline Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*
10. *(B&M 5) Contract No. 5 – Donkey Creek Pump Station Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*
11. *(B&M 4e) Contract No. 4e – Transmission Pipeline from STA 2300+25 to Highway 51/D Road Bidding or Negotiating Phase Services, Construction Phase Services, and Post-Construction Phase Services*

This is **Attachment 1 to Appendix 1**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2012.

Construction Program Management Services

Construction Program Management Services shall consist of professional services necessary to manage the multiple phases of work for the Gillette Madison Pipeline Project. These services are designed to result in enhanced coordination between the Owner, Engineer, WWDC, office and field personnel, contractors and their subcontractors and manufacturers (as appropriate). The following construction contracts will be incorporated into the Construction Program Management Services:

1. (B&M 3) Contract No. 3 – In-Town Pipeline
2. (B&M 4a) Contract No. 4a – Transmission Pipeline from WyoDak to Southern Drive Tank
3. (B&M 6) Contract No. 6 – Pine Ridge Storage Tank
4. (B&M 7) Contract No. 7 – Sodium Hypochlorite Disinfection Facility
5. (B&M 2a) Contract No. 2a – Three Additional Madison Wells
6. (B&M 2b) Contract No. 2b – Well Field Pipeline, Pumps, Buildings, and Equipment
7. (B&M 4b) Contract No. 4b – Pine Ridge Potable Water Pipeline
8. (B&M 8) Contract No. 8 – Blending Pipeline
9. (B&M 4c) Contract No. 4c – Transmission Pipeline from Donkey Creek Pump Station to WyoDak
10. (B&M 5) Contract No. 5 – Donkey Creek Pump Station
11. (B&M 4d) Contract No. 4d – Transmission Pipeline from Highway 51/D Road to Donkey Creek Pump Station
12. (B&M 4e) Contract No. 4e – Transmission Pipeline from STA 2300+25 to Highway 51/D Road
13. (B&M 4f) Contract No. 4f – Transmission Pipeline from Pine Ridge to STA 2300+25

The Construction Program Management Scope of Services is separated into the following work items:

- Project Controls – Management
  - Schedule Development & Software Implementation
  - Schedule Oversight
  - Document Control Setup & Implementation
  - Document Control Oversight
  - Budget/Funding Setup
  - Cost Control Oversight
- Project Controls – Cost & Schedule
  - Scheduling
  - Cost Control
- Project Controls - Document Control
  - Document Control
- OneTouchPM™ Hosting & Implementation
  - OneTouchPM Data Creation/Enhancements
  - OneTouchPM Monthly Server Maintenance

- OneTouchPM Management
- OneTouchPM Software & Hardware Expense

Engineer shall use Primavera P6 Scheduling Software, Primavera and Contract Management Software, and Engineer's OneTouchPM™ Program Management system.

Project Controls Management shall be provided on an ongoing basis throughout the life of the Gillette Madison Pipeline program and shall include the setup of the software tools and databases, Schedule development and setup, Document Control implementation, budget/funding setup, and Project Controls oversight. The Project Controls Manager shall work directly with the Owner, WWDC, and the Engineer's Project Manager to establish the specific project requirements for Scheduling, Document Control, and OneTouchPM™. The Project Controls Manager shall perform the following functions during the Program:

- Establish Project Schedule Requirements including reporting
- Support the Development of the Project Master Integrated Schedule
- Monthly review of the Project Master Integrated Schedule
- Participate in Monthly Progress Review Meetings
- Provide supervision of the Project Controls effort

Burns & McDonnell will perform Cost Control functions for the overall program that includes the tracking and reporting of Budgets, Commitments (P.O.'s/Contracts), Incurred Costs (Actuals), and Forecast Costs. The cost system will be setup to accommodate specific program requirements for separating costs by Phase and/or Contract. The Cost Control process will include managing Budget Changes, Change Orders to Contracts and P.O's, Field Work Authorizations to contractor(s), Invoices/Pay Applications, and Owner Cost Forecasting to account for potential project risks and trends.

Project Cash Flow projections will be provided by loading the budgets and commitments into the P6 Program Schedule per phase and/or contract. When contracts and P.O.'s are awarded their associated Schedule of Values will be loaded into the P6 Schedule for time phase budget analysis and progress reporting.

Burns & McDonnell will use Contract Management and P6 Scheduling software for cost control functions. Costs related to Change Orders, Work Change Directives, Invoices, and any other cost commitment information that is available to the project team will be updated daily. Typically, Cost Reporting will be provided on a monthly basis and will be formatted to accommodate Owner requirements. Other reporting requirements specific to the Owner can be accommodated upon request. The following is a list of Reports that will be produced monthly from the Burns & McDonnell cost system.

- Monthly Cost Reports (Detailed & Summary)
- Detailed Cost Variance Report
- Cash Flow (By Project & Total Program)
- Invoice Log (By Contract/PO)
- Change Log (By Contract/PO)

Again, more frequent reporting or customized report forms can be provided at the Owner's request.

Cost & Schedule functions shall be provided by a qualified Project Controls specialist for the duration of the program and includes, schedule development, maintenance, and analysis, budget/cost control and forecasting, and production of monthly reports required for schedule and cost. Primavera P6 Scheduling software for up to ten (10) Users shall be deployed and used for the following functions:

- Master Integrated Schedule Development, Maintenance, & Analysis
- Monthly Maintenance of the Engineer's Schedule
- Integration and Monthly Analysis of the Procurement Schedule
- Monthly Integration and Analysis of the Contractor Schedules
- Monthly Schedule Progress Reporting
- Track Key Contract & Project Milestones
- Perform Schedule Analysis of Contractor Schedules
- Dollar Expenditure Timeline & Analysis
- Level I, II, III Program Summary Schedules & Reports
- Perform "What-if" Analysis for different Risk & Delay Scenarios
- Develop, Maintain, Earned Value Metrics in the Schedule for all.
- Develop and Maintain Project Budget & Cost for the Program
- Review Monthly Payment Applications from Contractors

Document Control functions during construction shall be provided by one or more trained document control specialists and the Engineer's project team. The document control specialist shall coordinate the Document Control efforts with all Project participants, enter documents into the document control system, and run weekly/monthly reports by Document Type. The RPR and other engineering team members, Owner, WWDC and Contractors will also participate in the Document Control process. Access and security to the Document Control system shall be developed with Owner during the Pre-Construction phase. Primavera Contract Management software for up to 25 Users shall be deployed and used for the following functions:

- Document Transmittals
- Contractor & Vendor Requests for Information (RFI's)
- Contractor & Vendor Submittals
- Engineering Design Drawings & Specifications
- Vendor Drawings, Shop/Fabrication Drawings & Samples
- As-Constructed Drawings
- Project Monthly Reports
- Budget & Cost Reports
- Contracts & P.O.s
- Change Orders & Work Change Directives
- Applications for Payments
- Contractor Completion Documents
- Meeting Minutes
- Daily/Weekly Construction Field Reports
- Land Acquisition Documents
- Reports for all of the above

The OneTouchPM™ scope is for hosting, implementing and maintaining the Engineer's system. The following items are required for hosting the OneTouchPM™ applications in an environment outside the Owner's I.T. infrastructure.

- Virtual Server Hosting Services & Setup – Provided by N.I.S. Engineer's service provider that will Setup, Host and Maintain the OneTouchPM system.
- Google Earth Software Licensing Purchase and Annual Maintenance Costs

The following OneTouchPM functions are included on a secure web environment to be used and accessed by Owner, Engineer, and all approved team members using.

- GIS Data Provided by Owner
- Land Acquisition/Real Estate
- Sensitive Customer Issues by Property
- Environmental Restriction Areas
- Design from CADD Drawings (i.e. waterline, pumps, valves, wells, & facilities)
- Engineering, Procurement, Construction Status
- Access Roads, Streets, and Highways
- Links to Local State & National Weather Stations
- Links to Documents & Drawings in Contract Manager software

*All Primavera P6, Contract Manager, and Google Earth Licenses to be provided by Engineer.

Each of the software items above requires setup and implementation specific to the Madison Pipeline Project. Implementation includes configuring the software, setup of projects, user security profiles, and module specific layout and formatting up to and including reporting specifications. Also included in the implementation effort is development of project specific procedures and training documents.

This is **Attachment 5 to Appendix 1**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2012.

(B&M 5 and 7) Contract No. 5 – Donkey Creek Pump Station and Contract No. 7 – Sodium Hypochlorite Disinfection Facility

Contract No. 5 – Donkey Creek Pump Station is generally described as procurement and installation of vertical turbine pumps, surge suppression vessels, and connected piping. In addition to the treatment processes, the project also includes construction of the pump station building including restrooms, office, and shop, site grading, earthwork, yard piping, mechanical, electrical, and instrumentation/controls work.

Contract No. 7 Sodium Hypochlorite Disinfection Facility is generally described as procurement and installation of an onsite sodium hypochlorite generation system and connected piping. In addition to the treatment processes, the project also includes construction of a restroom, office, and warm vehicle storage building, site grading, earthwork, yard piping, mechanical, electrical, and instrumentation/controls work.

The Engineer shall provide construction phase services for this project. The scope of services shall generally follow A.1.05 of Exhibit A and D.1.01 of Exhibit D. The construction phase services for Contract Nos. 5 and 7 are based on the construction timeframes described in the contract documents utilized to bid the project and include construction administration and on-site observation as generally described below.

1. Burns & McDonnell Field Engineer for 10 hours per day for a period of 100 days.
2. One (1) full-time RPR's for 10 hours per day for a construction period to substantial completion of 335 days and for 8 hours per day for a construction period of 20 days for final completion.
3. RRP's shall interface duties, responsibilities, and limitations of authority described in Exhibit D with Construction Program Management Services described in Attachment 1 to Appendix 2.
4. Construction surveying for eight days. Construction surveying consists of surveying principal components only (i.e., fittings, valves).
5. Pre-construction meetings will be attended by Project Manager, Office Engineer, and RPR.
6. Construction progress meetings will be attended on-site by applicable office staff on a bi-monthly basis only, eight (8) meetings.
7. The Scope of Services includes four (4) Engineer's work compliance site visits or conference calls in addition to bi-monthly progress meeting attendance.
8. Start-Up Services include a five day trip for the start up of the Sodium Hypochlorite Disinfection Facility and three 2.5 day trips for the startup of the Donkey Creek Pump Station components.
9. Post-Construction services related to one-year warranty coordination services to evaluate potential issues.

10. Post-Construction services include one final end-or-warranty site visit for the Donkey Creek Pump Station and the Hypochlorite Facility.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2012.

Payments to Engineer for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – INVOICES AND PAYMENTS

C4.01 *Compensation For Basic Services – Standard Hourly Rates Plus Reimbursable Expenses Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A~~, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any,~~ as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

3. The total compensation for services under Paragraph C4.01 is ~~estimated to be $0~~ based on the following assumed distribution of compensation:

   a. Study and Report Phase $ Ø

   b. Preliminary Design Phase $ Ø

   c. Final Design Phase $ Ø

   d. Construction Program Management $ 1,788,991

   e. Bidding or Negotiating Phase

      1) (B&M 6) Contract No. 6 – Pine Ridge Storage Tank [$ To be established and executed by future agreement amendment]
      2) (B&M 7) Contract No. 7 – Sodium Hypochlorite Disinfection Facility $ 29,408
      3) (B&M 2a) Contract No. 2a – Three Additional Madison Wells [$ To be established and executed by future agreement amendment]

4) (B&M 2b) Contract No. 2b – Well Field Pipeline, Pumps, Buildings, and Equipment [$ To be established and executed by future agreement amendment]
5) (B&M 4b, 4c, 4d, 4f) Contract Nos. 4b, 4c, 4d, and 4f – Pine Ridge Potable Water Pipeline; Transmission Pipeline from WyoDak to Donkey Creek Pump Station; Transmission Pipeline from Donkey Creek Pump Station to Highway 51/D Road; and Transmission Pipeline from STA 2300+25 to Pine Ridge $ 22,957.46
6) (B&M 8) Contract No. 8 – Blending Pipeline [$ To be established and executed by future agreement amendment]
7) (B&M 5) Contract No. 5 – Donkey Creek Pump Station $ 29,408
8) (B&M 4e) Contract No. 4e – Transmission Pipeline for STA 2300+25 to Highway 51/D Road [$ To be established and executed by future agreement amendment]

f. Construction and Post-Construction Phase

1) (B&M 3) Contract No. 3 – In-Town Pipeline $757,821
2) (B&M 4a) Contract No. 4a – Transmission Pipeline from WyoDak to Southern Drive Tank $1,420,594
   a) (B&M 3, 4a) Contract Nos. 3 and 4a Amendment No. 1 $280,000
   b) (B&M 3, 4a) Contract Nos. 3 and 4a Amendment No. 2 $53,710
   c) (B&M 3, 4a) Contract Nos. 3 and 4a Amendment No. 3 $150,000
3) (B&M 6) Contract No. 6 – Pine Ridge Storage Tank [$ To be established and executed by future agreement amendment]
4) 9) (B&M 5, 7) Contract No. 5 – Donkey Creek Pump Station; Contract No. 7 – Sodium Hypochlorite Disinfection Facility $1,566,137
5) (B&M 2a) Contract No. 2a – Three Additional Madison Wells [$ To be established and executed by future agreement amendment]
6) (B&M 2b) Contract No. 2b – Well Field Pipeline, Pumps, Buildings, and Equipment [$ To be established and executed by future agreement amendment]
7) (B&M 4b, 4c, 4d, 4f) Contract Nos. 4b, 4c, 4d, and 4f – Pine Ridge Potable Water Pipeline; Transmission Pipeline from WyoDak to Donkey Creek Pump Station; Transmission Pipeline from Donkey Creek Pump Station to Highway 51/D Road; and Transmission Pipeline from STA 2300+25 to Pine Ridge $ 4,700,000
8) (B&M 8) Contract No. 8 – Blending Pipeline [$ To be established and executed by future agreement amendment]
10) (B&M 4e) Contract No. 4e – Transmission Pipeline for STA 2300+25 to Highway 51/D Road [$ To be established and executed by future agreement amendment]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not

exceed the total estimated compensation amount unless approved in writing by Owner.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.

6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

7. The Standard Hourly Rates will remain effective for the Time of Completion for the Preliminary and Final Design Phases. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

~~C4.02 *Compensation For Resident Project Representative and Post-Construction Basic Services*~~

~~A. Owner shall pay Engineer for Resident Project Representative and Post-Construction Basic Services as follows:~~

~~1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, an amount based on the following method of payment:~~

~~a. Lump Sum. A Lump Sum fee amount of $. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.~~

~~b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.~~

~~c. Direct Labor Costs Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of plus Reimbursable Expenses.~~

~~d. Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of plus a fixed fee of $ plus Reimbursable Expenses.~~

~~The total compensation under this paragraph is estimated to be $.~~

2. ~~*Post-Construction Phase Services*. For Post-Construction Phase Services under Paragraph A1.06 of Exhibit A, an amount based on the following method of payment:~~

   a. ~~Lump Sum. A Lump Sum fee amount of $. The Lump Sum includes compensation for Engineer's post-construction services and such services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to Post-Construction Phase Services.~~

   b. ~~Hourly Rate Plus Reimbursable Expenses. Hourly rates as specified in Appendix 2 plus Reimbursable Expenses.~~

   c. ~~Direct Labor Costs Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of plus Reimbursable Expenses.~~

   d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of plus a fixed fee of $ plus Reimbursable Expenses.~~

   ~~The total compensation under this paragraph is estimated to be $.~~

C4.03 *Compensation For Additional Services*

A. Owner shall pay Engineer for Additional Services as follows:

   1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.

   2. Serving as a Witness. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the rates shown in Appendix 1 of Exhibit C per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A ~~and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.~~ Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per hour of project labor.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C4.05 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.

B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts

1. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~ Compensation by the Owner for Engineer's basic Services, identified in Exhibit A – "Engineer's Services", are defined under Exhibit C – "Payments to Engineer for Services and Reimbursable Expenses". For Additional Services outside of the Basic Services, the Engineer shall notify the Owner and WWDC in accordance with the Additional Services provisions in Exhibit A. The Engineer shall not exceed the indicated Agreement amount without prior written approval from the Owner and concurrence by WWDC. The total compensation amount indicated in the Agreement represents the maximum contract amount that shall not be exceeded. The sum of the Engineering monthly invoices may not exceed the compensation

amount in the Agreement, but may be less than the Agreement compensation amount. With each monthly Engineering Application for Payment, the Engineer shall provide an up to date summary indicating the total Engineering costs to date and the estimated completion percentage of the design or construction services complete. Engineer shall also provide updated summary schedule in the graphical form of Appendix 2, Exhibit A.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2012.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be effective for the Time of Completion for the Preliminary and Final Design Phases.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Burns & McDonnell		
Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$62.00
Technician*	6	$71.00
Assistant*	7	$86.00
	8	$118.00
	9	$133.00
Staff*	10	$144.00
	11	$160.00
Senior	12	$172.00
	13	$187.00
Associate	14	$195.00
	15	$205.00
Principal	16	$212.00
	17	$217.00
GRWSP2012		

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 any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.0 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at the Level 17 plus 25 percent.

DAVID THOMPSON

Resident Project Representative

As a degreed Civil Engineer with over 30 years of experience, David has held positions as construction manager, resident project representative, project construction engineer and construction inspector on various projects. David's focus is on heavy civil and mechanical work, with a limited knowledge of electrical and process controls. His project experience includes construction/CM on wastewater treatment plants, highways (both concrete and asphalt paving), diverging diamond traffic interchanges, residential roadways and sidewalks, water transmission pipelines, fossil fuel power plants, nuclear power plant steam generator and reactor vessel head replacements, nuclear waste disposal facilities (solids and liquid), chemical warfare disposal facility, EPA superfund site remediation and DOE uranium mill tailings site remediation.

EDUCATION

- Bachelor of Science, Civil Engineering, Colorado State University

CERTIFICATIONS

- 10-Hour OSHA Training
- 40-Hour Hazardous Waste Operations and Emergency Response
- 8-Hour HAZWOPER - Site Supervisor

34 YEARS OF EXPERIENCE

Gillette Avenue Improvements*

Gillette, Wyoming

As Resident Project Representative, David's responsibilities included conducting on-site observations of the Contractor's work (concrete, piping, electrical and architectural streetscape features) and documenting them daily, resolving construction related issues with the Contractor and Engineer, developing the Contractor's payment application and reviewing it with the Contractor to resolve discrepancies, write and issue Field Orders, weekly construction progress meetings, coordinated sub consultants for special inspections and testing, prepare substantial and final punch lists and track them through completion, made recommendations on issuing Certificate of Substantial Completion and Final Completion for each Phase of the project.

Missouri River Wastewater Treatment Plant*

Metropolitan St. Louis Sewer District, St. Louis, Missouri

Responsibilities as Resident Proejct Representative and Lead Inspector included conducting on-site observations of the Contractor's work (concrete, piping, mechanical, electrical and architectural finishes) and documenting them daily, resolving construction related issues with the Contractor and Engineer, reviewing the Contractor's payment application and make recommendation for payment, evaluate the Contractor's request for extra and make recommendation on validity and cost, attended preconstruction and weekly construction progress meetings, coordinated sub consultants for special inspections and testing. I was also involved in startup activities of the equipment and processes, prepared final list of remaining work items and tracked them through completion, and made recommendations on issuing Certificate of Substantial Completion.

SR-92 Project (Timpanogos Highway)*

Lehi, Utah

Responsibilities as Lead Construction Inspector included supervise/oversight of the Access Utah County (AUC) SR-92 Project Inspection Staff, review and approval of their daily inspection reports, review and approval of the Weekly Inspection Report submitted by the Independent Quality Firm (IQF), review of the Contractor's monthly pay items, attend various Construction/Status Meetings, cover field activities when AUC Inspectors required additional support, worked with IQF and Contractor to close out Non-Conformance work items.

Wastewater Treatment Plant*

City of Coeur d'Alene, Idaho

Responsibility was to serve as the Owner and Engineer's liaison with the Contractor. David reviewed the baseline schedule, monthly progress schedules and schedule of values, reviewed the Contractor's payment application and

made recommendations for payment, attended preconstruction meetings, chaired the construction progress meetings, conducted on-site observations of the work in progress and documented, coordinated sub consultants for special inspections, prepared final list of work items to complete and tracked through completion, and made recommendations on issuing Certificate of Substantial Completion.

Prairie Waters Project*

City of Aurora, Colorado

Responsibilities as Project Manager and Lead Construction Inspector included observation and documentation of the Contractor's work activities including the installation of PVC pipe and large diameter welded steel pipe, installation and development of vertical water wells, installation of concrete valve vaults including the ductile iron piping, valves and instrumentation, managing HDR's sub consultants for material testing, weld inspections and surveying, participate in weekly project safety committee meetings and environmental walk downs. Davide worked with the Contractor, Design Engineers and Program Manager to resolve construction related issues, reviewed the Contractor's and HDR's sub consultants applications for payments and made recommendations for payment. He also developed, issued and reviewed Request For Quotes, wrote and issued Field Orders, reviewed and processed submittals and Request For Information, and made recommendations to the Design Engineers on solutions/responses.

Advanced Mixed Waste Treatment Facility – DOE Project*

Scoville, Idaho

Responsibilities as Project Engineer included oversight of subcontractor operations for construction of a pre-engineered metal building, installation of a temporary fabric structure, and installation of man doors, overhead doors and door hardware for the main facility. I provided Field Engineering technical support to the Direct Hire Craft Employees for the Civil, Structural and Architectural items of the project including interpretation of the Project Specifications and Drawings, and interfacing with the Project Design Engineers for clarification as needed. He also reviewed Subcontractors' quantities, pay requests and change orders.

Ethanol Processing Plant, ASAlliances Biofuels, LLC*

Linden, Indiana

Responsibilities as Construction Manager included coordinating construction activities between HDR/ASA Biofuels subcontractors and the Process Cell General Contractor, managing and oversight of HDR/ASAB subcontractor operations for installation of the underground utilities including the process and potable water lines, sanitary sewer lines (gravity and forced main), natural gas line, electrical distribution loop and firewater loop, oversight of the firewater tank construction and installation of the fire sprinkler system within the Process Cell Buildings, managing and oversight of the Administration Building Construction. Duties also included reviewing subcontractor's construction schedules and providing schedule updates for performance input, providing weekly progress reports and keeping the owner informed of overall project status through weekly teleconferences.

Oconee Nuclear Power Plant and Turkey Point Nuclear Power Plant*

Florida City, Florida

Responsibilities as Field Engineer included ensuring that all work assigned to the Rigging and Handling Direct Hire Craft Employees was being performed in accordance with the Project Quality Execution Procedures, preparation and review of work packages, and oversight of Subcontractor operations for installation of the temporary lifting devices for removal and installation of the Steam Generators and/or Reactor Vessel Heads. Duties also include reviewing construction work schedules, implementation of applicable work to meet schedule durations, provide schedule updates for performance input, notification to management of any adverse situations that arise, and provide input on contractual issue related delays, scope changes and subcontractor performance.

*completed under previous employment