



July 3, 2013

Mr. Mike Cole, P.E.
Utilities Project Manager
City of Gillette
201 East Fifth Street
PO Box 3003
Gillette, Wyoming 82717

Re: Amendment 2 to Construction Phase services Copies for Execution
Gillette Madison Pipeline Project
BMCD Project # 68575

Dear Mike:

Thank you for your consideration on the tasks and fees for Amendment 2. Enclosed please find four copies of Amendment 2 with Burns & McDonnell signature. Could you please obtain signatures and provide me with one fully executed copy for our records? We look forward to our continued work with you and your staff.

Sincerely,

Daniel D. Korinek, P.E.
Principal
Burns & McDonnell

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. 2 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:
AMENDMENT NO. 2 TO CONSTRUCTION PHASE AGREEMENT BREAKDOWN

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 July 8, 2013

OWNER:

City of Gillette, Wyoming

By: _____

Title: _____

Date Signed: _____

ENGINEER:

Burns & McDonnell Engineering Co.

By: Mark A. Zuchtmanoff

Title: VICF PRESIDENT

Date Signed: July 8, 2013

ATTACHMENT 1

This is **Attachment 1**, consisting of 1 Page(s), to Amendment No. 2, Dated July 8, 2013.

Modifications

- ☒ A1. ENGINEER shall perform the following Additional Services:

Please see "AMENDMENT NO. 2 TO CONSTRUCTION PHASE AGREEMENT BREAKDOWN" (attached) for detailed descriptions of the following changes in services to be performed:

- 1) Schoonover Rd 12" Waterline Construction Observation

- ☐ 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) Schoonover Rd 12" Waterline Construction Observation – Add \$53,710

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

- 1) Schoonover Rd 12" Waterline Construction Observation – September 6, 2013

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



AMENDMENT NO. 2 TO CONSTRUCTION PHASE AGREEMENT BREAKDOWN

In accordance with the Contract with the City of Gillette, we have prepared this Amendment 2 document to provide a narrative and fee estimate for fee and schedule revisions to our current Agreement. The items included in this Amendment are as follows:

1) Schoonover Rd 12" Waterline Construction Observation

The City added construction phase services to Garney Constructions contract for the additional construction of a 12-inch waterline. Additional on-site observation services are necessary for the completion of the Schoonover Rd 12" Waterline Project added to Contract 4a. This scope estimates an average of 6 days a week at 10 hours a day for 26 days as well as per diem, and vehicle expenses.

Burns & McDonnell Labor:	\$ 48,620
Burns & McDonnell Direct Expenses:	\$ 5,090
Total Price Adjustment:	<u>Add \$ 53,710</u>

TOTAL AMENDMENT NO. 2 FEES: \$53,710

REVISED FEE BASED ON AMENDMENT 2.

Original Construction & Post Construction Phase Agreement = \$2,178,415
WWDC/COG Reduced Amendment No. 1 Fee = \$280,000
Fee after Amendment No. 1 = \$2,458,415

Amendment No. 2 Fee = \$53,710

Latest Fee Considering Amendment 2 = \$2,512,125