

**CITY OF GILLETTE  
ENGINEER'S CHANGE ORDER**

CHANGE ORDER NO: 2

ENGINEER: DOWL HKM

PROJECT NAME: Gillette Regional Water Project, Phase I District Extensions Design

PROJECT NO: 12UT05 CONTRACT DATE: 9/4/2012

MODIFY THE CONTRACT PER THE FOLLOWING CHANGES:

Amendment No. 2 per attached Exhibit K.



Original CONTRACT PRICE: \$ 403,950.00

Net change by previous CHANGE ORDER: \$ 71,200.00

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: \$ 35,500.00

The new CONTRACT PRICE, including this CHANGE ORDER will be: \$ 510,650.00

THE DATE FOR COMPLETION OF ALL WORK WILL BE: February 2014

Approved for Engineer by:  Date: 12/2/2013

Approved for Owner by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

If Change Order exceeds 10% of the original contract price (cumulative)

This is **EXHIBIT K**, consisting of 03 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 4, 2012.

**AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT**

**PROJECT NO. 12UT05**

**1. Background Data:**

- a. Effective date of OWNER-ENGINEER Agreement: September 4, 2012
- b. OWNER: City of Gillette, Wyoming
- c. ENGINEER: DOWL HKM
- d. Project: Gillette Regional Water Supply Project – Phase I Regional Extensions

**2. Nature of Amendment:**

- ☐ 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:

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 December 3, 2013.

OWNER:

City of Gillette, Wyoming

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

DOWL HKM

By: Mark Hines, PE

Title: Project Manager

Date Signed: \_\_\_\_\_

## ATTACHMENT 1

This is **Attachment 1**, consisting of 2 Page(s), to Amendment No.2, Dated December 3, 2013.

### Modifications

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

**DOWL HKM will provide the following additional design phase services for the new pipeline and additional work to be needed for Antelope Valley Business Park (AVBP) as follows:**

- 1. Record Research.** This work shall include collection of pertinent information from the Campbell County including existing plats, easements, base mapping and building permits and relevant fire flow information for use in design of a water system capable of providing fire protection in AVBP.
- 2. Establish Fire Flow Demands.** Using record information collected, and in coordination with the City, County and Fire Marshal, establish required fire flows in AVBP to include both internal sprinkler systems and hydrant flows. Verify existing hydrant spacing and establish new hydrant locations as necessary.
- 3. Pipe Network Design and Modeling.** A meeting will be held with COG and WWDC staff, AVBP District, Doud and Entech to receive input on future growth in this area. Based on meeting input, existing hydrant locations, easements and existing pipeline locations, lay out a pipe network in AVBP to meet needs of existing buildings to be served. Where possible, existing pipelines and hydrants will be used and then supplemented or upgraded as needed. This work shall include drafting of new pipeline locations, WaterCAD-based modeling of core transmission pipeline and new loops or laterals for fire protection in AVBP and finalizing pipe sizes. Also included with this task will be recommendations for an additional connection from the east to accommodate future growth of the system in this area. A brief report summarizing design and modeling efforts will be compiled and submitted.
- 4. Additional Plan Sheets and Details.** DOWL HKM will generate additional plan sheets to cover addition of new laterals or loops in the AVBP area. For the purposes of this amendment, it is assumed there will be 4 additional plan sheets covering 2,000 LF of pipeline and appurtenances.
- 5. Funding and Bid Schedules.** DOWL HKM will coordinate with COG and WWDC staff to separate the project into appropriate bid schedules to separate grant eligible and ineligible work.



6. **Surveying, Easements and Title Work.** This work shall include obtaining title work, completing necessary utility and boundary surveys, and generating easement descriptions and exhibits. This scope anticipates the need for two additional easements.
7. **Easement Revisions.** Per July 24, 2013 letter from WWDC, costs for easement revisions requested by the City of Gillette during landowner negotiations are hereby incorporated into the work for this project. These services have been invoiced previously.

**DOWL HKM anticipates providing Bidding and Construction Phase services (under future amendment) as follows:**

8. **Construction Phase Services.** Based on for the installation of 2,000 LF of additional pipe and appurtenances. This scope assumes 10 additional days of construction time including project management, RPR duties and inspection services.



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:

**Design Phase Services**

1.	\$1,000.00
2.	\$2,000.00
3.	\$10,000.00
4.	\$4,300.00
5.	\$2,200.00
6.	\$12,500.00
7.	<u>\$3,500.00</u>

**Total for Design Phase Services                      \$35,500.00**

**Bidding and Construction Phase Services  
(not in this amendment, but anticipated at a later date)**

8. \$16,000.00

**Total for Bidding and Construction Phase Services                      \$51,500.00**

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

**Milestone Completion Dates:**

**Final Design Phase Complete.....February 20, 2014**

**Note: The above date assumes City Engineering will be the permitting agency for additional piping associated with Antelope Valley Business Park. If permitting with Wyoming DEQ is necessary, additional time will be needed.**

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

E-500 Exhibit K, Sept 2004