

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

CHANGE ORDER NO: 5

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. 5 per attached Exhibit K.

Original CONTRACT PRICE: \$ 403,950.00

Net change by previous CHANGE ORDER: \$ 133,200.00

The CONTRACT PRICE due to this CHANGE ORDER will be
increased by: \$ 649,500.00

The new CONTRACT PRICE, including this CHANGE ORDER will be: \$ 1,186,650.00

THE DATE FOR COMPLETION OF ALL WORK WILL BE: September 2015

Approved for Engineer by: _____ Date: _____

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 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 4, 2012.

AMENDMENT NO. 5 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 District 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:
 - a. Revised Exhibit C reflecting updated labor rates and budget
 - b. Fee Summary spreadsheet

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 15, 2014.

OWNER:

ENGINEER:

City of Gillette, Wyoming

DOWL HKM

By: _____

By: Dayton Alsaker, PE

Title: _____

Title: Wyoming Region Manager

Date Signed: _____

Date Signed: _____

ATTACHMENT 1

This is **Attachment 1**, consisting of 2 Page(s), to Amendment No. 5, Dated July 15, 2014.

Modifications

- ☒ A1. ENGINEER shall perform the following Additional Services:
DOWL HKM will provide the following additional services as follows:
1. **Fee Parcel Monuments.** Corner monuments will be set for nine (9) fee parcels by a licensed surveyor after construction is complete.
 2. **Material Testing.** Material testing services will be provided as follows:
 - Concrete testing will consist of hourly testing (2-3 hours per test, includes drive time and pick-up of cylinders) and compressive strength testing for 27 separate placements. (Nine (9) buildings with footing, stem wall, and floor slab (3 separate placements each) for a total of 27 tests.
 - Hourly backfill density testing for trench backfill and buildings: 4 hours per day or 20 hours per week for 50 weeks.
 - Up to 20 modified proctor density tests billed at unit rate.
 - Up to 15 gradation and 15 atterberg limit tests billed at unit rate.
 - Nuclear density gauge weekly or monthly rates as appropriate.
 - Hourly lab manager time at 2 hours per week for 50 weeks.
- ☐ 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:

D. Bidding Phase Services

1.	<u>\$ 17,000.00</u>
Subtotal for Bidding Phase	\$ 17,000.00

E. Construction Phase Services

1.	\$ 91,000.00
2.	\$370,000.00
3.	<u>\$ 63,000.00</u>
Subtotal for Construction Phase	\$524,000.00

F. Additional Services

	1.	\$ 5,300.00
	2.	<u>\$103,200.00</u>
Subtotal for Additional Services		\$108,500.00
Overall Total		\$649,500.00

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

Construction is anticipated to begin in Fall 2014 with completion in Fall 2015.

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

E-500 Exhibit K, Sept 2004

This is **EXHIBIT C**, consisting of 09 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 18, 2012 per Amendment #5.

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	<u>\$ 0.00</u>
b. Preliminary Design Phase	<u>\$ 0.00</u>
e. Final Design Phase	<u>\$ 0.00</u>
d. Bidding or Negotiating Phase	<u>\$ 17,000.00</u>
e. Construction and Post-Construction Phase	<u>\$ 524,000.00</u>
f. Additional Services	<u>\$ 108,500.00</u>

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.

~~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.

- 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.

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 1 to EXHIBIT C**, consisting of 02 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2012 per Amendment #5.

Reimbursable Expenses Schedule (per Amendment #5)

A. DOWL HKM Reimbursable Expenses:

1. Equipment, Materials and Supplies:

	<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)	\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver	\$250.00	\$900.00	\$2,700.00

2. Travel, Mileage and Miscellaneous:

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).

Per diem (per person, per day Wyoming)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.56/mile
Vehicle Usage – Pickups, Suburban	=	0.75/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 1
Specialized Software/Hardware	=	Note 2
Subcontractors	=	Cost + 0%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes:

1. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
2. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

B. PCA Engineering Reimbursable Expenses:

Global Positioning System (GPS)	\$ 55.00 per hour
Digital Camera	\$ 10.00 per week
Cellular Phone	\$ 10.00 per week/per phone
Vehicle Mileage (Automobiles)	\$ 0.56 per mile
Vehicle Mileage (Pickups, Suburbans)	\$ 0.75 per mile
ATV / Snowmobile	\$ 100.00 per day
Copies	\$ 0.20 per copy
Color Copies	\$ 0.57 per copy
Mylar Prints	\$ 4.00 per lineal ft.
Wide Format Copies	\$ 3.00 per copy/\$0.50 sft
Foam Presentation Boards	\$ 6.00 per board
Rebar with Cap Monuments	\$ 5.00 each
Brass Cap Monuments	\$ 20.00 each
Metal Fence Posts	\$ 10.00 each
Nuclear Densometer	\$ 20.00 per day
Subconsultants at invoice plus 0%	
Reimbursables at invoice plus 15%	

This is **Appendix 2 to EXHIBIT C**, consisting of 02 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2012 per Amendment #5.

Standard Hourly Rates Schedule (per Amendment #5)

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 Bidding Phase, Construction Phase and Additional Services.

B. Schedule

1. DOWL HKM Standard Hourly Rates:

Senior Manager	\$195.00
Engineer VII	\$175.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$105.00
Engineer II	\$85.00
Engineer I	\$80.00
Engineering Technician IV	\$105.00
Engineering Technician III	\$85.00
Engineering Technician II	\$75.00
Engineering Technician I	\$55.00
Planner V	\$135.00
Environmental Specialist III	\$100.00
Geologist II	\$110.00
Laboratory Supervisor	\$95.00
Laboratory Manager	\$90.00
Laboratory Technician	\$60.00
Inspector	\$70.00
Survey Manager	\$130.00
Project Surveyor	\$85.00
Professional Land Surveyor	\$105.00
Crew Chief	\$75.00
2 Person Survey Crew	\$160.00
3 Person Survey Crew	\$220.00
Survey Technician	\$60.00
Accounting Technician	\$70.00
Administrative Assistant	\$55.00

2. PCA Engineering Hourly Rates:

Project Manager/Professional Engineer	\$120.00 - \$160.00
Project Manager	\$110.00 - \$140.00
Structural Engineer	\$120.00 - \$140.00
Project Engineer	\$120.00 - \$140.00
Staff Engineer	\$ 80.00 - \$120.00
Field Engineer	\$ 80.00 - \$110.00
Engineering Technician	\$ 80.00 - \$120.00
Survey Manager	\$100.00 - \$140.00
Surveying Intern	\$ 70.00 - \$ 90.00
Chief Surveyor	\$ 90.00 - \$120.00
Surveying Technician	\$ 60.00 - \$ 80.00
Geotechnical Manager	\$ 70.00 - \$100.00
Bookkeeper/Admin Assistant	\$ 50.00 - \$ 70.00
Receptionist/Office Assistant	\$ 50.00 - \$ 60.00

*Overtime is billed at one and a half times the billing rate. Survey Crew is priced by individual members.

E-500 Exhibit C.Sept 2004

FEE SUMMARY

GILLETTE REGIONAL WATER SUPPLY PROJECT PHASE I DISTRICT EXTENSIONS - BIDDING, CONSTRUCTION SERVICES, AND ADDITIONAL SERVICES

	Hours	Labor Price	Expenses & Subs	Extended Price
D. Bidding Phase	156.00	\$ 14,515.00	\$ 2,485.00	\$ 17,000.00
Task 1 Bidding				
Task 1.1 Advise Construction Contract	156.00	\$ 14,515.00	\$ 2,485.00	\$ 17,000.00
Task 1.2 Produce and Submit Contract Documents (50 copies)	22.00	\$ 1,870.00	\$ -	\$ 1,870.00
Task 1.3 Pro-Bid Meeting; Answer Questions; Prepare Addenda	26.00	\$ 1,530.00	\$ 685.00	\$ 2,215.00
Task 1.4 Bid Opening, Review Bids, Provide Recommendation	57.00	\$ 5,960.00	\$ 1,800.00	\$ 7,760.00
Task 1.5 Construction Contract and Pre-Construction Meeting	15.00	\$ 1,575.00	\$ -	\$ 1,575.00
	36.00	\$ 3,580.00	\$ -	\$ 3,580.00
E. Construction Phase	4,854.00	\$ 464,925.00	\$ 59,075.00	\$ 524,000.00
Task 1 Project Management and Coordination Meetings				
Task 1.1 Project Supervision and RPR Services	799.00	\$ 90,475.00	\$ 525.00	\$ 91,000.00
Task 1.2 Weekly Construction Coordination Meetings	54.00	\$ 8,530.00	\$ -	\$ 8,530.00
Task 1.3 Meeting Minutes	250.00	\$ 28,000.00	\$ 525.00	\$ 28,525.00
Task 1.4 Address Contractor RFI's; Initiate, Review & Process Field Orders & Change Orders	50.00	\$ 5,250.00	\$ -	\$ 5,250.00
Task 1.5 Engineer's Monthly Pay Requests, Schedule Updates & Progress Reports	152.00	\$ 17,560.00	\$ -	\$ 17,560.00
Task 1.6 Review Contractor's Monthly Payment Application and Recommend Payment	28.00	\$ 3,660.00	\$ -	\$ 3,660.00
	265.00	\$ 27,475.00	\$ -	\$ 27,475.00
Task 2 Field Services during Construction				
Task 2.1 Review and Approve Contractor Submittals and Shop Drawings	3,643.00	\$ 332,725.00	\$ 37,275.00	\$ 370,000.00
Task 2.2 Construction Inspection	106.00	\$ 8,870.00	\$ 1,800.00	\$ 10,670.00
Task 2.3 Record Survey	3,340.00	\$ 303,600.00	\$ 10,400.00	\$ 314,000.00
Task 2.4 Coordinate and Interpret Material Testing Results	9.00	\$ 995.00	\$ 21,000.00	\$ 21,995.00
Task 2.5 Witness and Document Pressure Testing, Disinfection, Flushing, Backflow Tests	20.00	\$ 2,100.00	\$ -	\$ 2,100.00
Task 2.6 Coordinate Pump Station Start-Up Services (Training, Inspections and Certifications)	30.00	\$ 2,650.00	\$ -	\$ 2,650.00
	100.00	\$ 10,940.00	\$ 100.00	\$ 11,040.00
	38.00	\$ 3,570.00	\$ 3,975.00	\$ 7,545.00
Task 3 As-Built Drawings and Contract Close-out				
Task 3.1 Prepare, Certify and Submit Record Drawings	422.00	\$ 41,725.00	\$ 21,275.00	\$ 63,000.00
Task 3.2 Prepare and Submit As-Constructed Coordinate List	261.00	\$ 24,870.00	\$ 500.00	\$ 25,370.00
Task 3.3 Prepare and Submit Construction Contract Close-Out Documents	14.00	\$ 1,570.00	\$ 20,365.00	\$ 21,935.00
Task 3.4 Prepare and Submit Operations & Maintenance Manuals	25.00	\$ 2,875.00	\$ -	\$ 2,875.00
Task 3.5 Final Inspection, Final Contractor Payment & Warranty Period	78.00	\$ 8,140.00	\$ 410.00	\$ 8,550.00
	44.00	\$ 4,270.00	\$ -	\$ 4,270.00
F. Additional Services	1,182.00	\$ 84,860.00	\$ 23,640.00	\$ 108,500.00
Task F.1 Fee Parcel Monuments	2.00	\$ 260.00	\$ 5,040.00	\$ 5,300.00
Task F.2 Material Testing	1,180.00	\$ 84,600.00	\$ 18,600.00	\$ 103,200.00
FUTURE PHASES AND SCOPE ALTERATIONS:				
D. Bidding Phase	156.00	\$ 14,515.00	\$ 2,485.00	\$ 17,000.00
E. Construction Phase	4,854.00	\$ 464,925.00	\$ 59,075.00	\$ 524,000.00
F. Additional Services (Fee Parcel Monuments and Materials Testing)	1,182.00	\$ 84,860.00	\$ 23,640.00	\$ 108,500.00
OVERALL TOTALS:	6,202.00	\$ 564,300.00	\$ 85,200.00	\$ 649,500.00

* Funding breakout separates WWDG-eligible and non-eligible costs associated with Antelope Valley Business Park (AVBP) and is based on the following:

1. April 2014 Opinion of Construction Cost with non-eligible costs for AVBP totaling \$386,000/\$9,500,000 or about 4% of total estimated construction cost.
2. Bidding Phase Services estimated at 4% of total fee
3. Construction Phase Services estimated at 4% of total fee
4. Material Testing Services estimated at 5% of total fee for task F.2