

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2-21-20.

STEP II - AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 2-21-20
- b. Owner: Town of Bristol, Vermont
- c. Engineer: Green Mountain Engineering
- d. Project: Pine Street Waterline Replacement

2. *Description of Modifications:*

- a. Engineer shall Final Engineering Design Services for the Pine Street Water Main Replacement. A detailed Scope of Services is included as Attachment A which is included and made a part of this Amendment. A Fee Schedule is included as Attachment B.
- b. 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: N/A
- c. The responsibilities of Owner are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Lump Sum Not to Exceed \$ 33,256.00
- e. The schedule for rendering services is modified as follows:
 - November 1, 2021 – Submit 60% Design Plans for Review
 - December 1, 2021 - Submit 90% Design Plans & Draft Construction Specifications for Review
 - April 30, 2022 – 100% Design Plans & Construction Specifications. Note that this target date is subject to receiving timely comments back from the State of Vermont on the 90% submittal package.

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

Agreement Summary:

Original Agreement amount:	\$ 28,300.00
Net change for prior amendments:	\$ 0.00
This amendment amount (#1):	<u>\$ 33,256.00</u>
Adjusted Agreement amount:	\$ 61,556.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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

OWNER:

Town of Bristol, Vermont

By: Valerie Capels

Title: Town Administrator

Signature: _____

Date: _____

ENGINEER:

Green Mountain Engineering

By: Alan Huizenga

Title: President

Signature: _____

Date: _____

Approved by the Bristol Selectboard 10/11/2022

ATTACHMENT A

SCOPE OF SERVICES

Project Description

The Owner desires to replace an existing water main on Pine Street in Bristol, VT. The project shall consist of the installation of approximately 2,300 lineal feet of 8-inch water main, new valves, replacement of fire hydrants, installation of new corporation stops, curb stops, copper service lines and appurtenances.

Per the Owner's request, the Engineer proposes to provide professional Engineering services to prepare Final Design Plans as well as Bid and Contract Documents for the Project.

This scope of services is based on the Owner securing financing through a State of Vermont DWSRF Loan for this project.

The Engineer will perform the following scope of services.

Field Surveys

The Engineer shall use existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for preparation of the final design and contract drawings for the project. Two (2) days of field survey time has been budgeted.

Basic Services – Final Design

The Engineer will make Engineering investigations as are necessary and will compile such data as required for the preparation of Final Design Engineering and Drawings for the project. Specific data to be included on the drawings includes:

Existing Conditions Plans – Drawings shall include roadway and driveway limits, curb locations, house locations, street addresses, existing utilities and service lines derived from as-built plans and utility locations marked by "Dig Safe", topography, test boring locations, large trees and hedge rows, fences, approximate right-of-way locations, and street names. Profiles will be included and contain the existing grade along the centerline of the proposed improvements and the approximate elevations of the existing utilities. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate.

Final Design Plans – Drawings shall include mapped wetlands, floodplains, archeologically sensitive areas, areas of known soil contamination or other known environmental concerns that could impact the project. Drawings will also include plan and profiles views of all proposed utilities and changes, grading and associated infrastructure to be impacted by the project such as curbs, sidewalks, roadways and landscaping. Construction details, erosion control measures, material specifications as well as general construction notes will be included.

Final design drawings, technical and construction specifications, and contract forms will be complete and ready for bidding and construction in a State/EPA approved format.

The Engineer will provide final design plans, contract documents and specifications (construction set) as follows:

- One (1) paper copy and one (1) electronic copy to the review agencies
- Two paper copies and one electronic copy to the Owner

The technical specifications will be supplemented with the VT ANR/DEC required “front-end” documents to make a set of construction contract documents suitable for public bidding purposes which may include but not be limited to:

- Advertisement for Bids
- Information for Bidders
- Bid Form
- Contract Form
- General and Supplemental General Conditions
- Special Conditions
- Technical Specifications

Engineer’s Opinion of Probable Construction Cost

The Engineer shall provide an opinion of probable construction cost and total project cost, based upon completed final drawings and specifications. This information will be furnished to the Owner.

Design Meetings

The Engineer will meet with the Owner and State of Vermont Department representatives at reasonable intervals to review and provide input on the project. One (1) kick-off meeting, one (1) review meeting at 60% complete and one (1) review meeting at 90% complete are budgeted. These meetings may be done in person or via an electronic meeting format acceptable to all parties.

For the “90% design review” draft, sets of blueprints of the construction drawings, the specifications, and the contract documents shall be provided by the ENGINEER as follows:

- One (1) paper copy and one (1) electronic copy to the review agencies
- Two paper copies and one electronic copy to the Owner

Subsurface Investigations

The Engineer shall coordinate with the Owner as well as conduct field reasonable observations regarding first-hand knowledge and/or historic information pertaining to subsurface conditions in the area. The Engineer shall use this information to make assessments as to the need for additional subsurface investigations and conduct office work related to said investigations as necessary for preparation of the final design and contract drawings for the project. First-hand observations of the project area show no indication of ledge outcrops or other similar geologic features. Significant construction history in this area has also found an abundance of granular soils with no indication of bedrock. Based on this information, it is assumed that zero (0) days of subsurface soils investigation shall be necessary and therefore budgeted as such. If necessary, a subconsultant will be utilized to accomplish this task.

Special Services

Environmental and Permit Assistance - The Engineer shall assist the Owner in obtaining the necessary Local, State and Federal permits to allow for the construction of the project. This assistance will include the following:

- Preparation and submittal of an Act 250 Jurisdictional Opinion request. An Act 250 permit is not expected to be required for this project.

- Preparation and submittal of an ANR/WID Permit to Construct. Client will be responsible for all permit fees.
- Prepare a request for exclusion for the project from the State Historic Preservation Officer (SHPO). A need for further review from SHPO is not anticipated.
- Prepare and submit a NEPA (National Environmental Policy Act) summary of potential environmental issues for the project. Request a Categorical Exclusion (CE) from further environmental review as part of the submittal. It is anticipated that this project will receive a CE.
- VT ANR/FED Approval

Additional Services:

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and the ENGINEER, including any increase or decrease in the amount of ENGINEER's compensation and time duration of the Agreement. Special Services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Special Services available are:

- A. Property and/or boundary surveys; preparation of plans for recording.
- B. Re-designs ordered by the Owner or regulatory agencies after final design plans have been reviewed and accepted.
- C. Assistance to the Owner on matters of easement or land acquisition, litigation or arbitration in regard to the project.
- D. Environmental Services Subconsultant, archeologist or wetlands expert.
- E. Changes in scope requested by the Owner or Regulatory agency(s) which may have a material impact on Engineers level of effort for this project.
- F. Other special services not identified herein, but which may become necessary at a later date.

END OF ATTACHMENT A

ATTACHMENT B

SCHEDULE OF FEES

Standard Hourly Rates

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply (for the duration of this Agreement unless it is specifically amended or until January 1, 2020) to services specified in this Agreement and Additional Services as described in Attachment No. 1 - Scope of Services, Section IV.

PERSONNEL

Engineer I	\$140.00/hour
Engineer II	\$ 120.00/hour
Engineer III	\$ 95.00/hour
Survey Crew (includes survey equipment)	\$ 170.00/hour
Administrative Assistant	\$ 70.00/hour

Reimbursable Expenses

If required, the expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

Subconsultants	@ cost or cost plus a maximum of 8%
Outside Vendors	@ cost or cost plus a maximum of 8%

Travel Related Expenses:

Auto Travel (to include gas and other service charges)	@ \$0.58/mile
Other Travel (to include air fares, rentals, tolls, etc.)	@ cost
Meals & Lodging	@ cost

Reproduction Expenses (provided in-house):

Reproductions (provided in-house)	
8½ x 11 one sided copy	@ \$0.08/each
8½ x 11 two sided copy	@ \$0.12/each
24 x 36 large format copy	@ \$3.50/each
36 x 48 large format copy	@ \$5.00/each
Mylar or velum plots	@ \$8.00/each

Administrative Expenses:

Postage	@ cost
Shipping	@ cost
Other Administrative Expenses	@ cost

END OF ATTACHMENT B