



**Town of Bristol**  
Town Administrator  
1 South Street  
P.O. Box 249  
Bristol, VT 05443  
(802) 453-2410 ext. 1  
[townadmin@bristolvt.org](mailto:townadmin@bristolvt.org)

March 16, 2023

Ms. Amy Galford  
Drinking Water State Revolving Fund  
VT Agency of Natural Resources, Dept. of Environmental Conservation, Water Investment Div.  
1 National Life Dr, Davis Bldg.  
Montpelier VT 05620  
Via E-mail: [Amy.Galford@vermont.gov](mailto:Amy.Galford@vermont.gov)

RE: Town of Bristol, Vermont  
Pine Street Waterline Replacement Project  
ESA Amendment No. 1 (Draft)  
DWSRF Loan No. RF3-477

Dear Amy:

Please see attached draft Amendment No. 1 to the Engineering Services Agreement (ESA) for the Pine Street Waterline Replacement project for your review.

We received readiness to bid checklist from Cindy Parks and we are working through the list with the intent of putting the Pine Street project out to bid in the coming days. My records do not show that Bristol received the official approval of the original ESA that was submitted in July 2022. I believe it was reviewed by both Megan Young and Cindy Parks during that time period, however I don't have a record of having received an official approval. Please forward if that is available.

I will be forwarding draft ESA Amendment #2 shortly covering construction services.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Valerie Capels". The signature is written in a cursive, flowing style.

Valerie Capels  
Town Administrator

Amy Galford  
March 16, 2023  
Page 2 of 2

Copy: Steven Palmer, VTM: [spalmer@vtengineering.com](mailto:spalmer@vtengineering.com)  
Jill Marsano, VTUMS: [jill@vtums.com](mailto:jill@vtums.com)  
Cynthia Parks, WID: [Cynthia.Parks@vermont.gov](mailto:Cynthia.Parks@vermont.gov)  
Megan Young, DWGPD: [Megan.Young@vermont.gov](mailto:Megan.Young@vermont.gov)

Attachments:

1. Draft ESA Amendment No. 1

This is **EXHIBIT K**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/21/22**.

## **STEP II - AMENDMENT TO OWNER-ENGINEER AGREEMENT**

### **Amendment No. 1**

#### *1. Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 7/21/22
- b. Owner: Town of Bristol, Vermont
- c. Engineer: VTM Engineering, PLC
- d. Project: Pine Street Waterline Replacement

#### *2. Description of Modifications:*

- a. **The original Engineering Services Agreement (ESA) for the Pine Street Waterline Replacement Project between VTM Engineering, PLC and the Town of Bristol anticipated that the Owner would pay for the application fee for the Permit to Construct. This cost was therefore not carried in the Engineers cost estimate. The application fee of \$900 was paid in fact by the Engineer at the time of the application submittal. This Amendment adds the permit application fee to the Engineer's scope of work. It should be noted that whether the Engineer paid the application fee or the Owner, it does not increase the overall project costs. A detailed Scope of Services is included as Attachment A which is included and made a part of this Amendment. An hourly fee schedule is included as Attachment B. A summary of engineering fees is including as Attachment C.**
- 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:

**Add payment of the application for the Permit to Construct to the Engineer's scope of services.**

- 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 of \$ 900.00**

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

**This Amendment represents no change to the project schedule.**

DRAFT

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

Agreement Summary:

Original Agreement amount:	\$ 19,730.00
Net change for prior amendments:	\$ 0.00
This amendment amount (#1):	\$ <u>900.00</u>
Adjusted Agreement amount:	<b>\$ 20,630.00</b>

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 **March 15, 2023**.

**OWNER:**

Town of Bristol, Vermont

By: Valerie Capels

Title: Town Administrator

Signature: \_\_\_\_\_

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

**ENGINEER:**

VTM Engineering, PLC

By: Steven Palmer

Title: President

Signature: \_\_\_\_\_

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

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **Project Description**

The Owner previously contracted with the Engineer to design and permit the replacement an existing water main on Pine Street in Bristol, VT. The original Engineering Services Agreement (ESA) for the Pine Street Waterline Replacement Project assumed the Owner would pay for the application fee for the Permit to Construct. This cost was therefore not carried in the Engineers estimated costs. The application fee of \$900 was paid in fact by the Engineer at the time of the application submittal. This Amendment adds the permit fee under the Engineers scope of work. Whether the Engineer paid the Fee or the Owner, it does not increase the overall project costs. The Engineer is simply requesting reimbursement for the permit fee.

#### **Fees**

The Engineer shall pay the application fee for the Permit to Construct. The Owner shall reimburse the Engineer for the documented costs.

#### **Documentation**

Engineer shall provide Owner with reasonable documentation of fees that were paid (receipt). Any documentation shall be in a State/EPA approved format.

**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	\$120.00/hour
Engineer II	\$ 100.00/hour
Survey Crew (includes survey equipment)	\$ 160.00/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 5%
Outside Vendors	@ cost or cost plus a maximum of 5%

#### Travel Related Expenses:

Auto Travel (to include gas and other service charges)	@ \$0.655/mile (Current Fed. Rate)
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

## ATTACHMENT C

### RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

### DEC CERTIFICATION PAGE

PROJECT NAME: Town of Bristol Waterline Replacement – 1905 Cast Iron

PROJECT LOCATION: Bristol, Vermont

APPLICANT & LOAN/GRANT NUMBER: RF3-477

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

#### SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study	N/A	
2. Step I – Preliminary Engineering		Complete
a. Preliminary Engineering Report Services	N/A	LS
b. Environmental Information Document Services	N/A	LS
c. Preliminary Design	N/A	LS
d. Reimbursable Expenses	N/A	LS
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$19,360.00	NTE
b. Additional Services included in Step II (include additional lines)	\$370.00	
c. Addition Services (Permit Fees)	\$900.00	LS
4. Step III		
a. Bid Phase Services	N/A	
b. Construction Phase Services	N/A	
c. Resident Project Representative Services	N/A	
d. Post Construction Phase Services	N/A	



e. Additional Services included in Step III (include additional lines)	N/A	
5. Total Engineering Costs	\$20,630.00	NTE
6. Construction Costs	N/A	
a. Contract 1	N/A	
b. Small Purchase	N/A	
c. Additional Items (include additional lines)	N/A	
7. Total Project Cost	20,630.00	NTE
8. Total Bond Amount		

**SCOPE OF SERVICES**

The scope of services can be found in the following pages of the contract: Exhibit A, EJCDC E-500 .  
 Services generally consist of: **Final Design phase services for the replacement of up to 2,600-feet of circa 1905 cast iron waterline on Pine Street in Bristol in accordance with State and Federal requirements. Included within this scope of work is: Development of Final Design Drawings; Construction Specifications; State and Local permits as described; other Agency approvals as necessary to prepare the project for construction; and, the Engineers Opinion of Probable Construction Costs.**

**END OF ATTACHMENT C**