

# VTM ENGINEERING, PLC

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(802) 233-7531

April 4, 2023

*Transmitted via email*

Ms. Valarie Capels  
 Bristol Town Administrator  
 1 South Street  
 Bristol, Vermont 05443

RE:      Amendment No. 2 to Professional Engineering Services Agreement (draft)  
          Bristol Pine Street Waterline Replacement  
          Construction Phase (Step III)  
          DWSRF Loan: RF3-477  
          VTM Project: 22-1.1

Dear Valerie:

This Amendment is written pursuant to a change in the Scope of Services provided by VTM Engineering, PLC (VTM) for the above referenced project.

**REVISED SCOPE OF WORK**

Please refer to attached EXHIBIT K for a detailed breakdown of costs and expenses outlined in this Amendment.

**BASIS OF COMPENSATION**

This AMENDMENT results in an increase, to the original Professional Engineering Services Agreement, of one hundred twenty one thousand, one hundred ninety two dollars and thirty three cents (\$121,192.33). Please refer to the attached EXHIBIT K to the original Agreement. A summary of the project cost information to date is as follows:

|   | <b><u>Original Agreement</u></b> | <b><u>Amendment No. 1</u></b> | <b><u>Amendment No. 2</u></b> | <b><u>Total</u></b>        |
|---|----------------------------------|-------------------------------|-------------------------------|----------------------------|
| <b><u>STEP II (Original Contract)</u></b> |                                  |                               |                               |                            |
| Final Design & Bid Specifications         | \$19,730.00                      |                               |                               | \$19,730.00 (NTE)          |
| <b><u>STEP II (Amendment No. 1)</u></b>   |                                  |                               |                               |                            |
| Permit Fees                               |                                  | \$900.00                      |                               | \$ 900.00 (LS)             |
| <b><u>STEP III (Amendment No. 2)</u></b>  |                                  |                               |                               |                            |
| Bid Phase Services                        |                                  |                               | \$11,400.00                   | \$11,445.02 (LS)           |
| Construction Administration Services      |                                  |                               | \$31,380.00                   | \$31,380.00 (NTE)          |
| Resident Project Representative Services  |                                  |                               | \$71,250.00                   | \$71,250.00 (NTE)          |
| Record Drawings                           |                                  |                               | \$ 2,400.00                   | \$ 2,400.00 (NTE)          |
| Direct Expenses                           |                                  |                               | \$ 4,762.33                   | \$ 4,762.33 (NTE)          |
| <b>Total</b>                              | <b><u>\$19,730.00</u></b>        | <b><u>\$900.00</u></b>        | <b><u>\$121,192.33</u></b>    | <b><u>\$141,867.35</u></b> |

Specific provisions of the original Agreement dated 7/21/22 shall be amended as outlined in attached EXHIBIT K.

Please let me know if you have any questions.

Sincerely,

**VTM ENGINEERING, PLC**

Steven Palmer, P.E.

President

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This is **EXHIBIT K**, consisting of **10** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/21/22**.

**STEP III - AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**DWSRF LOAN No. RF3-477**

**Amendment No. 2**

*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. Addition of Services in Exhibit A as follows:

- **Section A1.04 – Bidding and Negotiating Phase**
  - \$11,445.02 (LS)  
\*See attached Amendment No. 4A
- **Section A1.05 – Construction Phase:**
  - Construction Administration: \$31,380.00 (NTE)
  - Resident Project Rep.: \$71,250.00 (NTE)
  - Record Drawings: \$2,400.00 (NTE)
  - Expenses: \$4,762.33 (NTE)  
\*See attached Amendment No. 4B

- a. 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:

**The scope of Bidding and Construction Phase services are described in detail in Attachment C.**

- b. The responsibilities of OWNER are modified as follows: **Payment for additional services as outlined herein.**
- c. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:

- \$121,237.35

\*See attached Amendments No. 4A & 4B

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

Project Bidding: April 10, 2023 - June 26, 2023

Project Construction: July 10, 2023 – Jan 1, 2024

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- e. 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 (CO#1): | \$900.00            |
| This amendment amount (CO#2):           | <u>\$121,237.35</u> |
| <b>Adjusted Agreement amount:</b>       | <b>\$141,867.35</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 **April 4, 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 of 2,600' of existing water main on Pine Street in Bristol, Vermont. This Amendment covers Step III Bid and Construction level engineering services for the project. The Scope of Work for these services is included in Attachment C.

#### **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                              | \$110.00/hour  |
| Engineer II                             | \$ 95.00/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 Rate) | @ \$0.655/mile (Current Fed. Rate) |
| Other Travel (to include air fares, rentals, tolls, etc.)   | @ cost                             |
| Meals & Lodging   | @ cost                             |

**Reproduction Expenses (provided in-house):**

Cost + 5%

**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  
 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<br>(Lump Sum or NTE) |
|---|-------------|---------------------------------------|
| <b>1. Step 0 – Feasibility Study</b>  | N/A         |                                       |
| <b>2. Step I – Preliminary Engineering</b>                                    |             | Complete                              |
| <b>a. Preliminary Engineering Report Services</b>                             | N/A         | LS                                    |
| <b>b. Environmental Information Document Services</b>                         | N/A         | LS                                    |
| <b>c. Preliminary Design</b>  | N/A         | LS                                    |
| <b>d. Reimbursable Expenses</b>   | N/A         | LS                                    |
| <b>3. Step II – Final Design</b>  |             |                                       |
| <b>a. Basis of Final Design and Final Design Plans and Contract Documents</b> | \$19,360.00 | NTE                                   |
| <b>b. Additional Services included in Step II (include additional lines)</b>  | \$370.00    | NTE                                   |
| <b>c. Addition Services (Amendment No. 1-Permit Fees)</b>                     | \$900.00    | LS                                    |
| <b>4. Step III</b>  |             |                                       |
| <b>a. Bid Phase Services (Amendment No. 2)</b>                                | \$11,445.02 | LS                                    |
| <b>b. Construction Administration Services (Amendment No. 2)</b>              | \$31,380.00 | NTE                                   |



|   |                     |     |
|---|---------------------|-----|
| <b>c. Resident Engineering Services</b>               | \$71,250.00         | NTE |
| <b>d. Post Construction Phase Services</b>            | N/A                 |     |
| <b>e. Additional Services – Record Drawings</b>       | \$2,400.00          | NTE |
| <b>f. Additional Services- Direct Expenses</b>        | \$4,762.33          | NTE |
| <b>5. Total Engineering Costs</b>                     | \$121,200.00        | NTE |
| <b>6. Construction Costs</b>                          | N/A                 |     |
| <b>a. Contract 1</b>                                  | N/A                 |     |
| <b>b. Small Purchase</b>                              | N/A                 |     |
| <b>c. Additional Items (include additional lines)</b> | N/A                 |     |
| <b>7. Total Project Cost</b>                          | <b>\$141,867.35</b> | NTE |
| <b>8. Total Bond Amount</b>                           |                     |     |

## SCOPE OF SERVICES

Additional services as they pertain to Amendment No. 2 of this contract consist of providing Bid and Construction 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.

### I. BID PHASE SERVICES

The ENGINEER will provide the following support services to assist the OWNER in obtaining bids from contractors. The bid period for this project will be as outlined in the Bid Documents but shall be a minimum of 30-consecutive calendar days to allow bidders adequate time to become familiar with the work. The ENGINEER will:

1. Assist with procurement of the contract WORK and/or equipment to be purchased directly by the OWNER.
2. Coordinate the notification process for Disadvantaged Business Enterprises (DBEs).
3. Utilize Bid Documents previously developed for the OWNER, prepare the Advertisements for Bid for publication in the State of Vermont's Bid System as well as notify appropriate industry publications such as Dodge Reports and Works-in-Progress. Publication fees will be invoiced separately and are not included in this proposal.
4. Prepare necessary copies of drawings, contract/bid documents and technical specifications, and distribute them to interested parties. Construction contract documents will be distributed from the ENGINEER's office or his/her designated representative.
5. Coordinate and conduct a Pre-Bid Meeting with interested contractors, representatives of regulatory and funding agency, and the OWNER. The ENGINEER will schedule the meeting no later than two weeks prior to the bid opening to allow bidders to become more familiar with the site and contract requirements. Bidder general and technical questions with the ENGINEER's responses will be published in the form of an addendum no later than five (5) consecutive calendar days before the bid date.
6. Respond to Bidder questions and provide clarifications and Addenda as needed.
7. Attend the Bid Opening, administer the receipt of bids, compare bids, check for compliance

with the contract requirements, call references, confirm math and tabulate the results. Based upon this review, the ENGINEER will make a written recommendation to the OWNER as well as WID for award of the contract.

8. Modify Contract Documents to incorporate information included in bid addenda and provide electronic and up to three paper copies to the OWNER and winning BIDDER for contract signing.

## II. CONSTRUCTION PHASE SERVICES

### A. Contract Administration

Throughout the construction period, the ENGINEER will act as the OWNER's representative and liaison to the Contractor as defined and authorized under the Construction Contract Documents. As the OWNER's representative, the ENGINEER will:

1. Conduct a project Preconstruction Meeting with the OWNER, representatives of the regulatory and funding agency(s) as well as the Contractor.
2. Review and approve material submittals for general conformance with the design plans and specifications as well as American Iron and Steel (AIS) requirements and Build America, Buy America Act (BABAA). Submittals will be required for estimated work and payment schedules, and specified equipment and materials. The Contractor is responsible for the means and methods of completing all of the work, and all safety programs. Copies of reviewed submittals indicating equipment and materials utilized will be incorporated into the Operation and Maintenance Manual for the OWNER reference.
3. Make recommendations to the OWNER on the Contractor's regular monthly pay requisitions and the initial and updated work schedules, and assist the OWNER, as necessary, with applications to the funding agency.
4. Review weekly contractor payroll submittals for conformance with Davis-Bacon requirements.
5. Prepare Change Orders for review and approval by the Contractor and OWNER, and process them to the funding agency for approval.
6. Coordinate regular project meetings with representatives of the OWNER, and monthly meetings with the Contractor, OWNER and funding agency.
7. Conduct substantial and final completion review with the OWNER and funding agency and make recommendations for payment as set forth in the Contract Documents.
8. Provide to the OWNER a final project cost summary.

9. Conduct an 11<sup>th</sup> month performance/contract warranty inspection with the OWNER, Contractor and the funding agency representative.

**B. Resident Project Representative (RPR)**

Throughout the active construction period, the ENGINEER will provide RPR services to assist the ENGINEER in reviewing the work of the Contractor. The RPR (s) will:

1. Conduct on-site observations of the work to determine if it is in accordance with the Contract Documents.
2. Interpret the Contract Documents to address questions raised by the Contractor.
3. Make recommendations to the OWNER regarding work not meeting the requirements of the Contract Documents.
4. Witness equipment and material testing, and determine compliance with the Contract Documents.
5. Review work quantities submitted for payment by the Contractor and make recommendations to the OWNER.
6. Prepare work lists of items requiring completion or correction by the Contractor.
7. Coordinate with sub-consultants and testing laboratories for specialty work and materials testing.
8. The project budget assumes full-time RPR services throughout the active on-site work period for construction, estimated at 100 contract days. The ENGINEER will adjust the RPR services coverage as necessary, subject to the contractor's work activities.
9. The ENGINEER will monitor the Contractor's schedule, staffing, quality of workmanship and progress throughout the construction period and advise the OWNER of deviations from the work schedules and the budget. If the Contractor is permitted to work outside the specified work hours or a proposed Contractor Change Order will add or delete contract time, the ENGINEER will review the approved budget for RPR services and immediately advise the OWNER, in writing, of any impact that this modification will have on the RPR or any other previously approved services.

### **III. SPECIAL SERVICES**

1. Compaction and Concrete Testing - The ENGINEER will assure that independent quality control soil compaction testing will be completed by a sub-consultant of the ENGINEER.
2. Record Drawings - Through the course of construction, the ENGINEER and RPR will work with the Contractor in recording the location of installed work and deviations from the design drawings. Upon completion of the project, the ENGINEER will prepare record drawings of the site and facility isometric and schematic drawings. The ENGINEER will provide the OWNER and Vermont Agency of Natural Resources with electronic sets of as-built drawings for their files.

### **IV. ADDITIONAL SERVICES**

The ENGINEER will provide additional project related engineering services as requested by OWNER and as agreed by ENGINEER. Eligibility for such services is not guaranteed without prior approval by said agency.

The Engineer will invoice/bill the OWNER monthly for the services requested and performed.

**END OF ATTACHMENT C**

**ATTACHMENT NO. 4A**  
**BIDDING PHASE LEVEL OF EFFORT**  
 Task Outline and Fee Estimate Worksheet  
 Bristol Pine Street Waterline Replacement  
 VTM Project #: 22-1.1

Date: April 4, 2023  
 Preparer: SLP

| ITEM                                     | Description   | Principal Engineer | Engineer I | Total Hours | Total Labor Cost   |
|--|---|--------------------|------------|-------------|--------------------|
| <b>STEP III - Bidding Phase Services</b> |   |                    |            |             |                    |
| A  |   |                    |            |             |                    |
| 1  | DBE Solicitation  | 8                  |            | 8           | \$880.00           |
| 2  | Prepare Bid Advertisement   | 4                  |            | 4           | \$440.00           |
| 3  | Prepare Contract Documents/Coordinate Plan Room                                     | 16                 |            | 16          | \$1,760.00         |
| 4A                                       | Prepare/Conduct Pre-Bid Meeting   | 12                 | 4          | 16          | \$1,700.00         |
| 4B                                       | Bidder Response / Addenda   | 16                 |            | 16          | \$1,760.00         |
| 5  | Attend Bid Opening, Tabulate/Analyze Bids & DBE,<br>Prepare Recommendation to Award | 24                 |            | 24          | \$2,640.00         |
| 6  | Prepare Contract Signing Documents  | 16                 |            | 16          | \$1,760.00         |
|  | <b>SUBTOTAL (Hours)</b>   | 96                 | 4          | 100         | <b>\$10,940.00</b> |
|  | <b>HOURLY RATE (Direct Labor)</b>   | \$110.00           |            |             | \$95.00            |
|  | <b>SUBTOTAL (Labor Cost)</b>  | \$10,560.00        | \$380.00   |             |                    |
| <b>EXPENSES:</b>                         |   |                    |            |             |                    |
|  | Travel - 2 trips (42 miles roundtrip @ \$.655/mile)                                 | \$55.02            |            |             |                    |
|  | Mail (Certified Mail, RRR)  | \$0.00             |            |             |                    |
|  | Bid Documents (3 sets @ \$150/set)  | \$450.00           |            |             |                    |
|  | Distribute Documents (Certified Mail, RRR)  | \$0.00             |            |             |                    |
|  | <b>TOTAL REIMBURSABLE EXPENSES</b>  | \$505.02           |            |             |                    |
|  | <b>TOTAL LABOR</b>  |                    |            |             | \$10,940.00        |
|  | <b>TOTAL REIMBURSABLE EXP.</b>  |                    |            |             | \$505.02           |
|  | <b>TOTAL COST</b>   |                    |            |             | \$11,445.02        |

**ATTACHMENT NO. 4B**  
**CONSTRUCTION PHASE LEVEL OF EFFORT**  
 Task Outline and Fee Estimate Worksheet  
 Bristol Pine Street Waterline Replacement  
 VTM Project #: 22-1.1

Date: April 4, 2023  
 Preparer: SLP

| ITEM  | Description  | Principal Engineer | Engineer I  | Total Hours | Total Labor Cost    |
|---|--|--------------------|-------------|-------------|---------------------|
| <b>STEP III - Construction Phase Services</b> |  |                    |             |             |                     |
| B   | Contract Administration                                  |                    |             |             |                     |
| 1   | Preconstruction Meeting & Minutes                        | 8                  | 4           | 12          | \$1,260.00          |
| 2   | Review Material Submittals/A/S/BABAA                     | 40                 |             | 40          | \$4,400.00          |
| 3   | Pay Requisitions & Davis-Bacon                           | 80                 | 12          | 92          | \$9,940.00          |
| 4   | Change Orders  | 20                 |             | 20          | \$2,200.00          |
| 5   | Project Meetings & Minutes (12 @ 8 hrs)                  | 96                 | 4           | 96          | \$10,560.00         |
| 6   | Substantial / Final Completion                           | 16                 |             | 20          | \$2,140.00          |
| 7   | Final Project Cost Summary                               |                    |             | 8           | \$880.00            |
| 8   | 1st Year Services  | 8                  |             | 0           | \$0.00              |
|   | <b>Subtotal</b>  | <b>268</b>         | <b>20</b>   | <b>288</b>  | <b>\$31,380.00</b>  |
| <b>STEP III - Resident Services</b>           |  |                    |             |             |                     |
| 1   | VTM RPR Services (14.2 weeks @ 50 hrs, 2 weeks @ 20 hrs) |                    | 750         | 750         | \$71,250.00         |
|   | <b>Subtotal</b>  | <b>0</b>           | <b>750</b>  | <b>750</b>  | <b>\$71,250.00</b>  |
| <b>STEP III - Special Services</b>            |  |                    |             |             |                     |
| 1   | In House Soil Testing Estimate                           |                    |             |             | \$0.00              |
| 2   | Record Drawings  | 8                  | 16          |             | \$2,400.00          |
| 3   | O & M Manuals  |                    |             |             | \$0.00              |
| 4   | Start-up Assistance                                      |                    |             |             | \$0.00              |
|   | <b>Subtotal</b>  | <b>8</b>           | <b>16</b>   | <b>0</b>    | <b>\$2,400.00</b>   |
|   | SUBTOTAL (Hours)   | 276                | 766         | 1,038       |                     |
|   | HOURLY RATE (Direct Labor)                               | \$110.00           | \$95.00     |             |                     |
|   | SUBTOTAL (Labor Cost)                                    | \$30,360.00        | \$74,670.00 |             | \$105,030.00        |
| <b>EXPENSES:</b>                              |  |                    |             |             |                     |
|   | Travel (81 Trips @ \$665/mile, 42 miles roundtrip)       |                    |             |             | \$2,262.33          |
|   | Reproduction Expenses (Cost + 5%)                        |                    |             |             | \$1,000.00          |
|   | 3rd Party Soil Testing (Cost +5%)                        |                    |             |             | \$1,500.00          |
|   | Other  |                    |             |             | \$0.00              |
|   | <b>TOTAL REIMBURSABLE EXPENSES</b>                       |                    |             |             | <b>\$4,762.33</b>   |
|   | <b>TOTAL REIMBURSABLE EXP.</b>                           |                    |             |             | <b>\$4,762.33</b>   |
|   | <b>TOTAL COST</b>  |                    |             |             | <b>\$109,792.33</b> |