

This is **EXHIBIT K**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **10/2/23**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: **10/2/23**
- b. Owner: **Town of Bristol, Vermont**
- c. Engineer: **VTM Engineering, PLC**
- d. Project: **Step 2 Design, Bristol West - Waterline Replacement Project (RF3-553-2.0)**

2. Description of Modifications:

- a. **The original Engineering Services Agreement (ESA) anticipated one round of drilling and sampling to complete DEC's requirements for Linear Assessment work. The Linear Assessment scope of work was subcontracted to LE Environmental Services of Waterbury, Vermont. Based on the original round of drilling and sampling, low levels of TPH's were confirmed in the subsurface soils in a number of locations. Results indicated that soils under three separate streets contained levels of contaminants (primarily PAH's) that exceeded statewide urban background concentrations. As a result, a second round of drilling and sampling was required to define the limits of impact along those three streets. The costs associated with the second round of sampling and testing could not have been anticipated in the Engineers original scope of work and cost estimate. The estimated cost of the original Linear Assessment work was \$26,500.00. This Amendment increases the total cost of the Linear Assessment line item by \$6,899.00 making the total revised cost for this line item \$33,399.00. This cost increase is reflected in Attachment A. Copies of LE Environmental Services invoices documenting the increase are included in attachment B and are made a part of this Amendment.**
- 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:

<u>Special Services</u>	<u>Expenses & Subcontracts</u>
Hartgen Archeological Services	\$6,000.00
LE Environmental Services – DEC Linear Assessment	\$26,500.00 \$33,399.00
Subtotal	\$39,399.00

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

This Amendment represents no change to the project schedule.

Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

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 7/10/25.

OWNER:

Town of Bristol, Vermont

By: Ian Albinson

Title: Interim Town Administrator

Signature: _____

Date: 7/10/25

ENGINEER:

VTM Engineering, PLC

By: Steven Palmer

Title: President

Signature: _____

Date: 7/10/25

ATTACHMENT A

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

DEC CERTIFICATION PAGE

PROJECT NAME: Bristol West - Waterline Replacement Project
 PROJECT LOCATION: Bristol, Vermont
 APPLICANT & LOAN/GRANT NUMBER: RF3-553

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		
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 (T&M)	\$228,780	NTE
b. Direct Exp. & Subcontract Services	\$18,129	NTE
c. Special Services - Archeology Study & DEC Linear Env. Assessment	\$32,500 \$39,399	NTE
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	\$279,409 \$286,308	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	\$279,409 \$286,308	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 Bristol West – Waterline Replacement Project.**

END OF ATTACHMENT A

ATTACHMENT B

INVOICES FROM LE ENVIRONMENTAL SERVICES



LE Environmental LLC
 21 North Main Street #1
 Waterbury, VT 05676

Invoice



angela@leenv.net alan@leenv.net
 (902) 917-2001

Bill To:
 Steven Palmer, PE
 VDM Engineering, PLC
 2941 Shelburne Falls Road
 Hinesburg, Vermont 05641

Project Description
 Linear Assessment Report and
 Work Plan, Bristol West Quadrant

Invoice due on receipt.
 LEE Fed Tax ID #47-1147087
 Thank you!

Date
 03/07/24

Invoice No.
 24-242-1

Date	Item	Quantity	Rate	Amount
03/07/24	Linear Assessment Reporting		2,937.50	2,937.50
			3.00%	0.00
			Total	\$2,937.50

Handwritten: $2,937.50 \times 1.08 = 3,172.50$

LE Environmental LLC
21 North Main Street #1
Waterbury, VT 05676



Invoice

angela@leenv.com; ann@leenv.com
(802) 917-2001

Bill To:
Steven Palmer, PE
VDM Engineering, PLLC
2941 Shelburne Falls Road
Hinesburg, Vermont 05641

Project Description
Linear Assessment Report and
Work Plans, Bristol East Quadrant

Invoice due on receipt.
LEE Fed Tax ID #47-1147087
Thank you!

Date: 03/17/24
Invoice No.: 24-242-2

Date	Item	Quantity	Rate	Amount
03/07/24	Linear Assessment Reporting	1	2,937.50	2,937.50
			0.00%	0.00
			Total	\$2,937.50

$2,937.50 \times 1.06 = 3,112.50$

LE Environmental LLC
 21 North Main Street #1
 Waterbury, VT 05676

Invoice



angola@leenv.net alan@leenv.net
 (002) 917-2001

Bill To:
 Stevon Palmer, PE
 VDM Engineering, PLC
 2941 Shelburne Falls Road
 Hinesburg, Vermont 05641

Project Description
 Bristol West Quadrant
 Water System Soil Management
 Pre-marking, soil borings, soil
 sampling, laboratory analysis

Invoice due on receipt.
 LEE Fed Tax ID #47-1147087
 Thank you!

Date: 10/23/24
 Invoice No.: 24-242-2

Date	Item	Quantity	Rate	Amount
09/30/24	Pre-mark Drilling Locations		750.00	750.00
10/08/24	Soil Sampling and Testing	1	13,850.00	13,850.00
			0.00%	0.00
			Total	\$14,800.00

14,600 x 1.08 = 15,768.00

LE Environmental LLC
 21 North Main Street #1
 Waterbury, VT 05676



Invoice

angela@leenv.net alsu@leenv.net
 (802) 817-2001

Bill To:
 Steven Palmer, PE
 VTM Engineering, PLC
 2941 Shelburne Falls Road
 Hinesburg, Vermont 05641

Project Description
 Additional materials definition
 Soil Management Plan Preparation

Invoice due on receipt.
 LEE Fed Tax ID #47-1147087
 Thank you!

Date: 01/24/25
 Invoice No.: 24-242-3

Date	Item	Quantity	Rate	Amount
01/24/25	Additional Soil Analysis	1	8,250.00	8,250.00
01/24/25	Soil Management Plan	1	2,200.00	2,200.00
			0.00%	0.00
Total				\$10,450.00

Handwritten: \$10,450 x 1.08 = 11,286.00