

VTM ENGINEERING, PLC

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November 18, 2025

Transmitted via email

Ms. Greg Faust
Town Administrator
1 South Street
Bristol, Vermont 05443

RE: Amendment No. 2 to Owner-Engineer Professional Engineering Services Agreement
Bristol West Waterline Replacement Project – Step 3 Construction Phase Services
DWSRF Loan: RF3-553
VTM Project: 22-1.3

Dear Greg:

This Amendment is written pursuant to a change in the Scope of Services provided by VTM Engineering, PLC (VTM) for the above referenced project. This Amendment adds Step 3 - Bid and Construction phase services to the previous scope of work. Note that the State of Vermont Water Investment Division (WID) has recommended new additions and modifications to the verbiage in the original EJCDC contract format. The additions included within this Amendment are inclusive of their recommendations.

This AMENDMENT increases the scope of services to include construction phase services and results in an increase, to the original Professional Engineering Services Agreement of four hundred ninety-one thousand eight hundred eighty-six dollars and eighty cents (\$491,886.80). Refer to the attached EXHIBIT K to the original Agreement.

Please let me know if you have any questions.

Sincerely,

VTM ENGINEERING, PLC

Steven Palmer, P.E.

President

This is **EXHIBIT K**, consisting of **17** pages (including Attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 10/2/23

AMENDMENT TO OWNER-ENGINEER AGREEMENT

DWSRF LOAN No. RF3-553

Amendment No. 2

- a. Effective Date of Owner-Engineer Agreement: 10/2/23
- b. Owner: Town of Bristol, Vermont
- c. ENGINEER: VTM Engineering, PLC
- d. Project: Bristol West - Waterline Replacement Project

1. Description of Modifications:

A. E-500 Article 6 General Considerations

6.01 Standards of Performance

The following language shall be added:

- E 4. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. The tasks associated with this are further identified in Exhibit A – Engineer's Services A.1.05 A.24

B. E-500 Article 6 General Considerations

6.11 Indemnification and Mutual Waiver

Section 6.11 shall be amended as follows:

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any **willful** negligent ~~act~~ or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- F. *Mutual Waiver:* ~~To the fullest extent permitted by Laws and Regulations, Owner and~~

~~Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

C. E-500 Exhibit A Part 1 – Basic Services

1.02 Bidding or Negotiating Phase

Section B1.02 shall be included in its entirety with the following modifications:

A. 9

- a. **Contact the list of Disadvantaged Business Enterprises (DBE) provided by the Agency, to determine their interest in participating in the Bid. Provide the list of interested DBE firms to the Bidders by addendum. Conform to the schedule and procedures as defined by the Agency for notices.**
- b. Upon award of the Construction Contract, the Engineer shall furnish ~~to Owner~~ five executed copies of the Contract Documents ~~and one~~ as well as electronic copies of the signed documents, including Drawings and Specifications **to the Owner, Engineer, Contractor and WID.**

D. E-500 Exhibit A Part 1 – Basic Services

Part 1 – Basic Services

A1.05 Construction Phase

A. Section B1.03 Construction Phase Sections 1 through 26 shall be included in its entirety with the following modifications:

17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ~~ensure~~ **assist the Owner with compliance with the Build America, Buy America (BABA) provision P.L. 117-58, and all subsequent revision and/or amendments** and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on-site during construction. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract

and applicable Agency regulations. Prior to approval of any substitute “or equal” obtain a Manufacturers’ Certification letter to verify the products were produced in the United States. Manufacturers’ Certification letters must be kept in the engineer’s project file and on site during construction to ensure compliance with **Build America, Buy America (BABA) provision P.L. 117-58, and all subsequent revision and/or amendments** and subsequent statutes mandating domestic preference, if applicable.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. Receive and review all Manufacturers’ Certification Letters for materials required to comply with **Build America, Buy America (BABA) provision P.L. 117- 58, and all subsequent revision and/or amendments** and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers’ Certification letters must be kept in the engineer’s project file and on site during construction.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with **Build America, Buy America (BABA) provision P.L. 117-58, and all subsequent revision and/or amendments** and subsequent statutes mandating domestic preference.

24. *Other Tasks:*

- a). Will ensure and certify (via executed applications for payment) compliance with all Davis Bacon Act requirements, including but not necessarily limited to:
 - i. Monitoring and review of all labor as it is related to appropriate labor classifications under the General Wage Determination for (COUNTY) County, VT.
 - ii. Review any additional classification needed with General Contractor prior to submission to WID/DOL.

iii. Review all weekly certified payrolls.

b) Will assist in compliance with the American Iron and Steel requirements (The Consolidated Appropriations Act of 2014 - Public Law 113-76, most recently amended with the Infrastructure Investment and Jobs Act (IIJA) in 2021) as well as the Build America, Buy America Act (BABAA) requirements under Title IX of the IIJA – public Law 177-58. This may include but not necessarily be limited to:

- i. Answering questions regarding either Pub.L;
- ii. Opinions of total project costs and revisions thereof should reflect compliance with BABAA requirements.
- iii. Determine and certify that to the best of Provider’s knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.
- iv. Review and approve or take action with respect to shop drawings, samples, and other required Contractor submittals, including applications for payment, to ensure compliance with BABAA.
- v. Review substitutes and “or equals” for conformity with contract conditions, VTANR or WID regulations, and BABAA requirements.
- vi. Obtain and review manufacturers’ and contractors’ certifications on compliance with BABAA requirements and maintain copies of certifications in project files.
- vii. Assist Owner, if needed, in due diligence related to any BABAA waiver request.

c) Will assist in compliance with the Disadvantaged Business Enterprise Program Requirements as identified by EPA. This may include but not necessarily be limited to:

- i. Ensuring the 6-step good faith effort is documented;
- ii. Tracking any/all project costs and/or efforts completed by DBE/MBE companies on an annual cost basis.
- iii. Completing annual and final DBE/MBE reporting ~~on behalf of the~~ **in conjunction with the Owner**

E. E-500 Exhibit B Owner’s Responsibilities

The following language shall be added:

B2.02 Owners are ultimately responsible for compliance with **Build America, Buy America (BABA) provision P.L. 117-58, and all subsequent revision and/or amendments** and

subsequent statutes mandating domestic preference and will be responsible for the following:

- (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- (b) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American Iron and Steel requirements.
- (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures American Iron and Steel products, **including** American Iron and Steel clauses in the procurement contracts and **obtaining** manufacturers' certification letters and **providing** copies to consulting engineers and contractors.

F. E-500 Exhibit C – Payment to Engineer for Services and reimbursable Expenses

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services

Section C2.01 shall be modified as follows:

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, ~~except for services of Engineer's Resident Project Representative, if any,~~ as follows:

1. **A Not To Exceed amount of \$761,128.00** ~~A Time and Materials Not to Exceed (TMNTE) amount of (\$228,780)~~ based on the following estimated distribution of compensation:

a.	Study and Report Phase	\$ 0.00	N/A
b.	Preliminary Design Phase	\$ 0.00	N/A
c.	Final Design Phase	\$ 279,409.00	NTE
	Amendment #1 (Environmental)	\$ 6,899.00	NTE
d.	Bidding and Negotiating Phase	\$ 17,158.80	LS
e.	Standard Construction Phase Services	\$ 381,021.20	NTE
f..	Non-Std Construction Phase Services	\$ 76,640.00	NTE
f.	Post-Construction Phase	\$ 0.00	N/A
	Total =	\$ 761,128.00	

*See attached Amendments No. 4A & 4B

d)

- 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:

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

- C. The responsibilities of OWNER are modified as follows: **Payment for additional services as outlined herein.**

- D. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:

- \$491,886.80

*Refer to Attachment C (RUS CERTIFICATION PAGE).

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

Estimated Project Bid Phase: November 2025 - January, 2026

Estimate Project Construction Phase: April 15, 2026 – December 15, 2027

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

Agreement Summary:

Original Agreement amount:	\$279,409.00
Net Change Amendment No. 1 (Step 2)	\$6,899.00
Net Change Amendment No. 2 (Step 3)	<u>\$474,820.00</u>
Adjusted Agreement amount:	\$761,128.00

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: Greg Faust

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 approximately 9,650' of existing water main and appurtenances for the Bristol West Waterline Replacement Project located in Bristol, Vermont. This Amendment covers the Step 3, Bid and Construction level engineering services. A detailed Scope of Work for these services is included in Attachment C.

END OF ATTACHMENT A

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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 as part of this Agreement.

PERSONNEL

Principal ENGINEER	\$ 120.00/hour
Field ENGINEER	\$ 95.00/hour
Drafting	\$ 100.00/hour

Reimbursable Expenses

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

Subcontracts & Expenses:

Subconsultants or Vendors	Cost plus 8%
Copies or Supplies	Cost plus 8%
Administrative Expenses	Cost plus 8%
Mileage	\$0.655/mile (Current Fed. Rate)

*** END OF ATTACHMENT B ***

ATTACHMENT C

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		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	\$279,409.00	NTE
b. Additional Services - Amendment No. 1	\$6,899.00	NTE
4. Step III - Construction (Amendment No. 2)		
a. Bid Phase Services	\$17,158.80	LS
b. Construction Administration Services	\$116,160.00	LS
c. Resident Engineering Services	\$247,950.00	NTE
d. Record Drawings & Certification Report	\$6,680.00	LS
e. Expenses (Mileage)	\$10,231.20	NTE
f. Special Services (VTUMS)	\$76,640.00	T&M

5. Total Engineering Costs	\$740,239	
	.90	
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	\$761,128.00	
8. Total Bond Amount		

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 approximately 9,600-feet of waterline and appurtenances for the Bristol West Waterline Replacement Project in accordance with State and Federal requirements.

I. SUMMARY OF 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. The Bid phase will be long enough to meet WID requirements as well as to allow bidders adequate time to become familiar with the work. The ENGINEER will also:

1. Assist with procurement of the contract WORK and/or equipment or materials to be purchased directly by the OWNER, if any.
2. Coordinate the Disadvantaged Business Enterprises (DBEs) advertising process in accordance with the most recent WID standards.
3. Utilize Bid Documents previously developed for the OWNER, prepare the Advertisement for Bids for publication in the State of Vermont's Bid System.
4. Send the Advertisement for Bids directly to a list of local CONTRACTOR's compiled by the Engineer.
5. Prepare copies of drawings and Contract Documents and distribute them to interested parties. Construction contract documents will be distributed by the ENGINEER electronically at no cost to the Bidder, or at the direction of the Bidder in paper format for an appropriate fee.
6. Following the Bid review and selection process, the ENGINEER shall also prepare five (5) hard copies of the Drawings and Contract Documents for distribution as follows: ENGINEER (2), Owner (1), Water Investment Division (1), winning Bidder (1).
7. Meet with the Owner to coordinate final construction details such as storage and laydown areas, screening areas, acceptable traffic control, etc.
8. Organize a comprehensive pre-construction meeting agenda. Coordinate and conduct a Pre-Bid Meeting with interested CONTRACTORS, representatives of regulatory and funding agencies 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.

9. Respond to Bidder questions and provide clarifications and Addenda as needed.
10. Attend the Bid Opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements, call references, verify math, verify bonding, and tabulate the bid results. Based upon this review, the ENGINEER will provide and distribute a written recommendation to the OWNER.
11. Attend a Bid Review meeting with the Owner (Selectboard).
12. Assist the Owner with preparation of paperwork for WID documenting the DBE process, selection of the lowest responsive bid and the Owner's intent (and request) to formally Award of the contract.
13. Provide coordination between Owner and WID.
14. Prepare final Award documents and attend a project Award meeting. Distribute electronic copies of the Award documents to interested parties.
15. Modify Contract Documents and incorporate information such as insurance, Bonds, Bid Addenda, Award form and other final documents in preparation for contract execution.
16. Attend a Contract Execution meeting.

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 (BABA). Submittals will be required for estimated work and payment schedules, and specified equipment and materials. The CONTRACTOR will be responsible for the means and methods of completing all of the work and safety programs. Copies of reviewed submittals indicating equipment and materials utilized will be incorporated into the Operation and Maintenance Manual for the OWNER's 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. Assemble weekly meeting agenda's, Coordinate weekly project meetings with representatives of the OWNER, ENGINEER, CONTRACTOR, and funding agency. Take meeting notes and draft weekly construction meeting notes.
7. Photo documentation of pre-construction conditions.
8. Document and track daily construction activities and payment items.
9. Document adherence to the project plans and specifications.
10. Review and approve CONTRACTOR pay requests.
11. Conduct substantial and final completion review with the OWNER and funding agency and make recommendations for payment as set forth in the Contract Documents.
12. Provide to the OWNER a final project cost summary.
13. Conduct an 11th 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 during construction for the duration of the project. 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.

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III. SPECIAL SERVICES

1. Compaction and Concrete Testing - The ENGINEER will review the independent laboratory and field testing to be conducted by the Contractor for compliance with the Bid Documents and industry standards.
2. Environmental Services – Where warranted and specifically noted in the drawings, the ENGINEER will work with the Environmental Professional to ensure that environmental field screening of contaminated soils is conducted in accordance with the Contract Documents.
3. 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
BID PHASE LEVEL OF EFFORT
 Task Outline and Fee Estimate Worksheet
 District West Waterline Replacement Project
 DWSRF #. RP3-500-3.0

Revised: 08/15/15

Task	Description	Principal Engineer		Staff Engineer		Total Labor Cost
		Hours	Cost	Hours	Cost	
STEP III - Bid Phase Services						
1	Drath Step 3 ESA Amendment including EEO, State/Com Review	16	\$1,200.00	0	\$0.00	\$1,200.00
2	Preparation Step 3 Loan Application	8	\$960.00	0	\$0.00	\$960.00
3	DBE Solicitation & Correspondence	24	\$2,880.00	0	\$0.00	\$2,880.00
4	Final Bid Advertisement - State Website & Outreach to List of Local Contractors. Send and track plans sets as requested.	12	\$1,440.00	0	\$0.00	\$1,440.00
5	Prepare & Conduct Pre-Bid Agenda & Conduct Meeting	24	\$2,880.00	0	\$0.00	\$2,880.00
6	Bidder Response & Addenda Preparation/Dispersion	24	\$2,880.00	0	\$0.00	\$2,880.00
7	Attend Bid Opening, Tabulate/Analyze Bids & DBE. Prepare Recommendation to Award. Meeting attendance. Prepare letters for State review.	24	\$2,880.00	0	\$0.00	\$2,880.00
8	Prepare Final Contract Documents for signature. Meeting attendance. Prepare & circulate final contract documents.	16	\$1,200.00	0	\$0.00	\$1,200.00
SUBTOTAL (Hours)		140		0		\$18,800.00
HOURLY RATE (Direct Labor)			\$130.00		\$95.00	
SUBTOTAL (Labor Cost)			\$18,800.00		\$0.00	
EXPENSES:						
1. Mileage - 2 trips (42 miles roundtrip @ \$3.70/mile)			\$58.80			\$58.80
2. Final Construction Documents Reproduction (3)			\$300.00			\$300.00
Total Miscellaneous Expenses			\$358.80			\$358.80
						(@ Cost)
						TOTAL LABOR
						TOTAL MEMBERSHIPABLE EXP.
						TOTAL COST
						\$18,800.00
						\$358.80
						\$17,198.80

ATTACHMENT NO. 4B
 CONSTRUCTION PHASE LEVEL OF EFFORT
 Step 3 - Task Outline and Fee Estimate Worksheet
 Bristol West Waterline Replacement Project
 DWBRF #: RF3-663-3.0

VTM Engineering, PLC

Revised 11/17/25

Task	Description	Payment	Principal Engineer (hrs)	Staff Engineer (hrs)	Expenses (\$)	Total Cost (\$)
Project Management^{A,B}						
1	Pre-Con Mtg/Material Review & Approvals	LS	40			\$4,800.00
2	Project Management (Assume 16 hours/week @ 58 weeks)	LS	928			\$111,360.00
Management Subtotal			968	0		\$116,160.00
Field Services^A						
3	Resident Engineering Services (45 hrs/week, Assume 58 weeks)	NTE		2,610		\$247,950.00
Field Services Subtotal			0	2,610		\$247,950.00
Certification						
4	Record Drawings	LS	8	40		\$4,760.00
5	Certification Report	LS	16			\$1,920.00
Certification Subtotal			24	40		\$6,680.00
Expenses						
6	Mileage = 5.70/mile@42 miles/trip = \$29.40/Trip (58 wks x 5 days + 58 weeks x 1 day)	EA			348	\$10,231.20
Expenses Subtotal			0	0		\$10,231.20
Step 3 Engineering Services Total =						\$381,021.20
2011 Standard Engineering Fee Curve (Large Project)^B =						\$360,124.10

Non-Standard Engineering Services						
7	Licensed Water Operator = 16hrs/week, 58 weeks@\$80/hr (@ Cost)	T&M	928		\$74,240.00	\$74,240.00
8	BABA & AIS Review and Certification	LS	20			\$2,400.00
Non Standard Engineering Services						\$76,640.00

HOURLY RATE (Direct Labor)

\$120.00 \$95.00

- A. Project Management - PM Includes weekly meeting agenda's, meeting attendance, meeting minutes; Work Directives; Change Orders; Scheduling; Traffic Control Plan reviews; Weekly Davis Bacon review & approval; Photo Documentation; Substantial & Final Completion; Daily Problem Resolution; Complaints, Contractor Invoicing review/approval; Assistance with Public Awareness Campaign (Emails, FPF, State Website)
- B. Est. Total Construction Time = 2 seasons @ 28/30 weeks per year = 58 weeks of total construction. 2026 = 5/1/26 to 11/13/26, 2027 = 4/19/27 to 11/12/27 (403 calendar days)
- C. VTUMS - Local Water Ordinance requires licensed water operator Locate (digsafe), operate all valves and curb stops on the live system and manage all water emergencies (breaks). Assumption based on past experience also suggests the discovery of unknown utilities. Cost assumption is 1 operator will be required 16 hrs/week for 58 weeks@ \$80/hr
- D. Engineers Opinion of Construction Cost = \$3,165,820.35

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