

July 27, 2018

Ms. Kathleen Ramsey, Town Manager
Town of Middlebury
94 Main Street
Middlebury, VT 05753

Re: Amendment No. 2
Pump Station #9 Overflow Metering Structure
Final Design/Bid Phase Services
A+E Project #16051

Dear Kathleen:

In accordance with the written Agreement dated September 14, 2016, for professional engineering consultant services, Aldrich + Elliott, PC (ENGINEER) is authorized to proceed with the services outlined below. All provisions, of the original Agreement and prior Amendments are made part of this Amendment and visa versa.

SCOPE OF SERVICES

Professional engineering consultant services are to be performed by the ENGINEER as detailed in Attachment No. 1 of this Amendment.

BASIS OF COMPENSATION

For services performed under this Amendment, the OWNER agrees to compensate the ENGINEER as follows:

Final Design – Basic Services	\$3,400.00	Lump Sum (LS)
Bid Phase	<u>\$2,500.00</u>	<u>LS</u>
Total amount of all services in this Amendment:	\$5,900.00	



TERMS AND CONDITIONS

The Terms and Conditions of the original Agreement shall govern this Amendment.

EXECUTED AGREEMENT

This Amendment shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this Amendment is not executed within sixty (60) days of the date on the Amendment, it may be subject to re-negotiation or withdrawal by the ENGINEER.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this Amendment, for the compensation specified.

Aldrich + Elliott, PC

Wayne A. Elliott, PE
Vice President

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding Amendment to the original Agreement and any prior Amendments and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services.

The OWNER acknowledges that is has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid, as set forth in the Terms and Conditions.

The OWNER warrants that the signature below is that of its duly authorized agent who possesses the full legal authority to execute this Amendment on behalf of the OWNER.

The OWNER acknowledges that this Amendment is comprised of, and incorporates by reference, Attachment No. 1.

Town of Middlebury

Duly Authorized Agent

Date of Execution

Witness to Signature

Executed in Duplicate
Project #16051

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

This amendment is a continuation of the work started in 2016 to address the requirements outlined in the Administrative Order on Consent from EPA dated April 25, 2016. The Overflow Control Plan was submitted prior to June 30, 2018. Under the Recommended Plan for Pump Station #9, addition of a new flow metering structure was proposed under Phase I to monitor the duration, peak flow, and total volume for each overflow event. The timeline is based on installing this new flow meter structure in the fall of 2018.

SCOPE OF SERVICES

The ENGINEER will provide the following professional engineering consultant services under the scope of this Amendment:

Basic Services – Final Design

Field Survey

A+E shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for the preparation of the final design and contract drawings for the project. The field survey will establish semi-permanent survey control for both horizontal and vertical control within the project site. Up to one (1) partial day of field survey is budgeted to document the existing conditions at the site. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate.

Preparation of Final Design Plans and Specifications

A+E will make engineering investigations as are necessary and will compile such data as required for the design drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for the project. Specific tasks include:

1. Final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids.
2. The design shall include the following:
 - A. Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible.
 - B. The plan and profile shall be at a horizontal and vertical scale will be 1" = 20' and 1" = 4', respectively. Specific information on the plans shall include but not be limited to: roadway and driveway limits, house locations, street addresses, existing utilities and service lines (derived from as-built locations and "Dig Safe"), trees, approximate right-of-way locations, street names, etc. The profile will include the existing grade along the centerline of the proposed improvements and the approximate elevations of the existing utilities at the points of intersection.
 - C. Technical specifications for the civil and flow meter components of the project will be prepared and provided in the CSI 16 Division format.

- D. Technical specifications will be supplemented with the Town required "front-end" documents to make a set of construction contract documents suitable for public bidding purposes which will include but not be limited to the following: Advertisement for Bids, Information for Bidders, Bid Form, Contract Form, General and Supplemental General Conditions, Special Conditions, Technical Specifications.
- E. Two (2) copies of the final design drawings will be submitted to the OWNER for review. Review comments will be addressed and incorporated into the final design. A PDF copy of the final design documents will be provided to the OWNER upon completion.

Opinion of Probable Construction Cost

A+E will prepare an opinion of probable construction cost based on the final drawings and specifications.

Design Meetings

A+E will meet at reasonable and customary intervals to provide a close liaison with the Town of Middlebury and any recognized authorities having jurisdiction in regard to the engineering phases of this project. The following meetings have been included in this scope of work:

1. One (1) 90% meeting

Bid Phase Services

A+E will provide the following support services to assist the OWNER in obtaining bids from Contractors. The bid period for this project is anticipated to be 21 consecutive calendar days (three (3) weeks) to allow bidders adequate time to become familiar with the work. A+E will provide the following assistance:

1. Prepare an Advertisement for Bids and submit this directly to the OWNER for distribution. The ENGINEER will be responsible for document distribution.
2. Conduct one (1) Pre-bid meeting with interested contractors, representatives of A+E and the OWNER.
3. Address bidders general and technical questions with the OWNER'S responses published in the form of an addendum no later than five (5) consecutive calendar days before the bid date.
4. Attend one (1) bid opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements confirm math and tabulate results. Based upon the review, A+E will make a written recommendation to the OWNER for award of the contract.
5. Upon acceptance of the contractor by the OWNER, A+E will prepare three (3) copies of the contract document and drawings for agreement execution by the OWNER and the selected contractor.

Additional Services

The following services are not included in the scope of this Agreement, but may be provided at the request of the OWNER, upon issuance of a written Amendment to this Agreement:

1. Property and/or boundary surveys
2. Preparation of plans for recording
3. Subsurface investigations including soil borings and ledge probes.
4. Easement assistance
5. Plan distribution to contractors
6. Construction phase services.
7. Permit filing fees.
8. Assistance to the OWNER on matters of easement or land acquisition, litigation or arbitration in regard to the project.

End of Attachment No. 1