

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [DATE].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: November 3, 2022

Owner: Town of Middlebury

Engineer: Dufresne Group

Project: Chipman Hill Tank 2 Design

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Modify the 90% complete design documents to include technical specifications, an alternative site plan with revised grading, and tank detail drawings for the Aquastore Glass Fused to Steel tank alternative. The contract documents will allow bids for either the precast prestressed tank or the Glass Fused to Steel tank alternative. Increase the design fixed fee by \$5,300.

Modify the schedule by revising the 100% complete submittal date to August 15, 2023. The change from the original schedule is due to the date change for geotechnical report investigations from late 2022 to Spring 2023 and for the addition of the tank alternative to the design documents.

Agreement Summary:

| | |
|----------------------------------|-----------|
| Original agreement amount: | \$ 62,000 |
| Net change for prior amendments: | \$ 0 |
| This amendment amount: | \$ 5,300 |
| Adjusted Agreement amount: | \$ 67,300 |

Change in time for services (days or date, as applicable):

| | |
|-----------------------|--------------------|
| Submit 100% documents | August 15, 2023 |
| Received ANR Approval | September 15, 2023 |

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.

OWNER:

ENGINEER:

Dufresne Group

By: _____
Print
name: _____

By: _____
Print Naomi Johnson, PE
name: _____

Title: _____

Title: President

Date Signed: _____

Date Signed: _____

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

DEC CERTIFICATION PAGE

PROJECT NAME: Chipman Hill Water Tank 2
 PROJECT LOCATION: Middlebury
 APPLICANT & LOAN/GRANT NUMBER: _____

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 EJDC 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 | | LS/NTE |
| 2. Step I – Preliminary Engineering | | |
| a. Preliminary Engineering Report Services | | LS/NTE |
| b. Environmental Information Document Services | | LS/NTE |
| c. Additional Services included in Step I (include additional lines and itemize each item separately) | | LS/NTE |
| 3. Step II – Final Design | | |
| a. Basis of Final Design and Final Design Plans and Contract Documents | \$40,900 | LS/NTE |
| b. Additional Services included in Step II (include additional lines) | \$26,400 | LS/NTE |
| 4. Step III | | |
| a. Bid Phase Services | | LS |
| b. Construction Phase Services | | LS |
| c. Resident Project Representative Services | | NTE |
| d. Post Construction Phase Services | | LS |
| e. Additional Services included in Step III (include additional lines) | | LS/NTE |
| 5. Total Engineering Costs | \$67,300 | |
| 6. Construction Costs | | |
| a. Contract 1 | | |
| b. Small Purchase | | |
| c. Additional Items (include additional lines) | | |
| 7. Total Project Cost | | |
| 8. Total Bond Amount | | |

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: _____.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step ___ deliverables and meetings:

| Percent Complete | Approximate Meeting Schedule | Deliverables |
|------------------|------------------------------|-----------------------------------|
| 30% | January 30, 2023 | Draft plans |
| 60% | February 28, 2023 | Draft plans and specs |
| 90% | April 15, 2023 | 90% plans, specs, cost estimate |
| Final | August 15, 2023 | Final documents and cost estimate |

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME Dufresne Group

Engineer

Date

Naomi Johnson, President

Name and Title

Town of Middlebury

Owner

Date

Kathleen Ramsay, Town Manager

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19