

Town of Middlebury

Amendment 4 to the Agreement for  
Consultant Engineering Services with

TCE Trudell Consulting Engineers, A  
Bowman Company

THIS AGREEMENT is made this twenty ninth day of April, by and between the municipality of Middlebury hereinafter referred to as the MUNICIPALITY and TCE Trudell Consulting Engineers, a Bowman Company, a Vermont licensed consultant, with its local place of business at 478 Blair Park Rd, Williston, VT 05495, hereinafter referred to as the CONSULTANT.

The MUNICIPALITY wishes to continue to employ the CONSULTANT for the purpose of providing services to conduct engineering investigations, develop construction plans, specifications, and estimates, and provide design engineering services for the Phase 1 and 2 of the Middlebury Exchange Street Sidewalk Project, STP BP13(11) and STP BP15(8).

WHEREAS MUNICIPALITY originally contracted with Lamoureux and Dickinson to fulfill the scope of the contract noted above. Lamoureux and Dickinson was acquired by Trudell Consulting Engineering TCE, which was subsequently acquired by Bowman Consulting Group and incorporated into it as TCE Trudell Consulting Engineers, a Bowman Company.

WHEREAS the project has been completed through the Right of Way process under the initial agreement between Lamoureux and Dickinson and the Town of Middlebury Dated September, 24, 2014 and Amendment 1 dated May 9, 2016, Amendment 2 dated March 25, 2020 and Amendment 3 dated July 13, 2021. Given the amount of time taken to complete the Right of Way acquisition and certification and the change in ownership of the CONSULTANT, the parties desire to affirm their commitment to completing the project under the current contract.

WHEREAS state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS the CONSULTANT is ready, willing, and able to perform and complete the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

## 1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the construction project. Services remaining to be performed include:

1. Final Plans – Final plans will include all the plan sheets previously prepared as Preliminary Plans plus the approved ROW Plans. The Final Plans will be updated to incorporate comments and changes resulting from the right-of-way and utility negotiations. Upon acceptance by VTrans, these plans will become the Construction Plans used in the Bid Documents described further below. This Scope includes updating the engineer's construction cost estimate.
2. Bid Documents, Meetings, and Review – Bowman will prepare bid documents for the project to include the required bid forms, instructions to bidders, and attachments. Bowman will coordinate and attend a pre-bid meeting and address written comments during the bidding phase. These will be done in writing and distributed via an addendum. It is assumed one (1) addendum during the bid phase will be required. Following the bid opening, Bowman will review the received bids for responsiveness and accuracy. We will also analyze the bids for accuracy, reasonableness, and whether the apparent low bid is unbalanced. The results of the bid review will include a bid tabulation (spreadsheet format), plus a letter that outlines our conclusions relative to the apparent low bid and provides a recommendation for awarding the contract.

The last remaining tasks to be completed as set forth in the original contract, as amended by Amendments 1, 2, and 3, all of which are incorporated herein and made a part of this Agreement.

Should it become necessary for the CONSULTANT to procure sub-consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy.

## 2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before December 31, 2026.

## 3. THE AGREEMENT FEE

A. General. The MUNICIPALITY agreed to pay the CONSULTANT and the CONSULTANT agreed to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the (actual cost, firm fixed price, labor hour, etc.) to the CONSULTANT in accordance with the initial contract and amendments 1, 2 and 3 attached hereto and incorporated herein. (rates, etc.) as stated in the proposal attached.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ 65,887.00. Under the prior contract and the three amendments thereto, the Contract for services maximum limiting amount increased as follows:

1. \$24,588 for the initial Phase 1 contract;
2. Amendment 1, Adding \$26,262 for Phase II of the project, totaling \$51,150;
3. Amendment 2, Adding \$6,851 for the extension of time caused by the ROW acquisition difficulties totaling \$57,701
4. Amendment 3. Adding \$8,186 to the previous total to accommodate a design change on the project caused by landowner concerns for a total of \$65,887.

To date, \$64,065.88 of the Maximum Limiting Amount under Amendment 3 has been expended, leaving \$1,821.12 remaining. This Amendment 4 increases the amount remaining for the remaining scope of work as noted in paragraph 1 by \$12,000, thereby increasing the total Maximum Limiting Amount to \$77,887 and the Amount remaining to \$13,821.12.

#### 4. PAYMENT PROCEDURES

Invoices shall be submitted to Adam Lougee, Municipal Project Manager at Addison County Regional Planning Commission 14 Seminary Street Middlebury Vermont 05753.

Except as modified by this amendment, all other provisions of the original agreement dated September 24, 2014, Amendment 1 dated May 9, 2016, Amendment 2 dated March 25, 2020, Amendment 3 dated July 13, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

TCE Trudell Consulting Engineers, a Bowman Company (CONSULTANT)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Middlebury (MUNICIPALITY)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Enclosures:

Certificate of Insurance

Specifications for Contractor Services (Local Projects Guidebook Appendix E)

At-the-Ready (ATR) Consultant Selection Form (*if procured through the ATR process*)

Conflict of Interest Form

Debarment and Non-Collusion Form

Certification for Federal-Aid Contracts (DOT Form 272-040 EF)

Certification Regarding Lobbying

Contractor's EEO Certification Form (CA-109)

Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)