



February 27, 2014

Mr. Rocky Martin  
Town of Hinesburg  
10632 Route 116  
Hinesburg, VT 05461

Re: Amendment No. 1  
Town of Hinesburg  
Water Source Feasibility Study – Site Investigation and NOAV Assistance  
A+E Project 12079

Dear Rocky:

In accordance with the written Agreement dated September 25, 2012, 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 vice 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:

|   |                |
|---|----------------|
| Site Investigation and NOAV Assistance                            | \$5,000 NTE    |
| <b>Total amount of all items included in this AMENDMENT NO. 1</b> | <b>\$5,000</b> |

Billing for each work item shall be on a monthly basis as follows:

Not-To-Exceed (NTE) Services: an Hourly Fee based on actual expenses incurred in the performance of this Amendment, to include a labor expense equal to the actual salaries of personnel, overhead expense of 1.70 times the labor expense, profit equal to 16% of labor and overhead expenses, plus subconsultant and other expenses listed in Attachment No. 2 of the original Agreement.

**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 and duration specified.

**Aldrich + Elliott, PC**



By: Bradley F. Aldrich, P.E., F.NSPE  
Title: President

Dated: 27 FEB 14

**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 HINESBURG**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Witness to Signature

Executed in Duplicate

Engineering Services Amendment

## **ATTACHMENT No. 1**

### **SCOPE OF SERVICES**

In 2012, the OWNER retained the ENGINEER to conduct a feasibility study to identify potential water source options for providing additional capacity for their water system. As part of the study, Sprague GeoScience LLC (Sprague) was retained as a subconsultant by the ENGINEER to conduct the water source assessment. The feasibility study was finalized in 2013 and identified prioritized sites for additional site investigation, including drilling test wells. Since the completion of the feasibility study, the OWNER has been working with Sprague to identify the preferred sites for drilling test wells. In order to drill the test wells, the State of Vermont Drinking Water & Groundwater Protection Division (DWGPD) requires a Source Permit application be submitted.

The Source Permit application is to be prepared by Sprague and requires some assistance from the ENGINEER. In addition, the ENGINEER will be available to assist the OWNER and Sprague in assessing the siting and results of the test wells.

The OWNER has also received a Notice of Alleged Violation (NOAV) from the DWGPD with regards to their source capacity. Under this amendment, the ENGINEER will provide assistance to the OWNER as needed to address the items in the NOAV.

Based upon the above, the ENGINEER will provide the following professional engineering consultant services under the scope of this Amendment:

#### **SITE INVESTIGATION ASSISTANCE**

##### **Source Permit Application**

The Source Permit application is to be prepared by Sprague. However, the ENGINEER will assist Sprague with developing information as needed for the application. This information includes but is not limited to conceptual site plans, required source capacity (existing and future demands), site limitations, and source protection concerns. This scope of services is limited to assistance with the Source Permit application with regards to the test well investigations. More detailed submissions as part of the Source Permit application process will need to be provided to the DWGPD for developing the source and that work is not included under this scope of services.

The ENGINEER will attend one meeting with the OWNER, Sprague, and DWGPD to discuss the application and review the proposed source site locations for the Source Permit application.

##### **Test Well Investigations**

The ENGINEER shall provide engineering support as needed during the test well investigations, including recommendations on test well locations, review of test results, and coordination with Sprague and the DWGPD. The OWNER will coordinate the test well work and is not part of the ENGINEER's scope.

The ENGINEER will attend up to three meetings with the OWNER regarding the test well investigations.

## **NOAV ASSISTANCE**

The ENGINEER will assist the OWNER in responding to items in the NOAV on an on-call basis as requested by the OWNER. This scope of services includes up to 10 hours of assistance related the NOAV.

## **ADDITIONAL SERVICES**

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

- Source exploration/testing/development
- Subsurface investigation
- Field topographic survey
- Permitting assistance (except as defined above for Source Permit application related to the test wells)
- Property and/or boundary surveys
- Easement and land acquisition assistance
- Archaeological investigations
- Wetlands investigations
- Final design and construction engineering services
- Assistance to the OWNER on matters of easement or land acquisition, litigation or arbitration in regard to the project.
- Other special services not identified herein, but which may become necessary at a later date.

**End of Attachment No. 1**