



November 9, 2015

Trevor Lashua, Town Administrator
Town of Hinesburg
10632 Route 116
Hinesburg, VT 05461

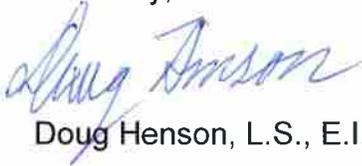
Re: Hinesburg BIKE (54)

Dear Trevor:

As we discussed, enclosed please find our proposed Amendment #1 for additional time and work by L&D beyond what was previously anticipated. The attached information presents a commentary on the reasons for the revised scope, and a cost breakdown. Please sign and return both copies of the enclosed Amendment. We will forward you a signed copy for your records.

Please feel free to contact me if you have any questions.

Sincerely,



Doug Henson, L.S., E.I.

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Lamoureux & Dickinson Consulting Engineers, Inc.
Hinesburg Bike (54)
Amendment #1

1. Commentary

This amendment is to revise the cost of services caused by changes in the character and complexity of the project beyond what was anticipated. The following are the reasons for this request:

- a. When the Project Kick-off Meeting was held, L&D was instructed to design the sidewalk to go northerly along Route 116, crossing the Jolley and NRG properties, as close to the edge of the road as possible, to intersect with Riggs Road.

After the initial plans were presented to the Select Board for the first time, concerns were raised about the proximity of the proposed sidewalk to the road, both horizontally and vertically. The Select Board required that we change the alignment to move away from the road, and to raise the height of the walk so that users would not be looking up at the roadway across the NRG frontage.

This movement away from the road created a footprint that encroached considerably more into the existing wetland on the NRG property, and required our office to deal with the US Army Corps, who have jurisdiction over the NRG wetlands, to alleviate the concerns of the planning consultant working with NRG on their new master plan. During the course of the discussions with the Corps, they told us that we needed to move yet again, this time back towards the road.

While the Select Board accepted this mandated change to the alignment the Director of Buildings and Facilities did not. We were asked once again to change the alignment, this time across the frontage of the Jolley property, again to get the walk away from the road. Thinking we were done with the alignment changes, we prepared the Conceptual Plans for the project, and submitted those to the Town and then VTrans.

During their review of those plans, we were told to once again change the alignment as they felt that the need may arise in the future to replace the existing box culvert under Route 116. We moved the alignment accordingly by the bridge, and continued forward in the project design. After not commenting on the re-aligned route of the walk near the box culvert, we

submitted the Preliminary Plans to all with the okay of the VTrans Project Manager. Once again, VTrans stated that we needed to move the bridge even more. Not only did these changes require time, but they also meant that we had to create a new profile and cross sections to determine whether the alignment was feasible from a grading standpoint and that the cut/fill earthwork computations had to be redone.

In addition to the design drawings for the project, the Preliminary Right-of-Way Plans, and the draft deeds were prepared for the project, again with the okay of the VTrans Project Manager. Due to the changes required those plans and documents will need to be revised. Additionally, new personnel in the VTrans Right-of-Way section have developed new requirements for the plans and documents which are completely different from those which we have been using for the past several years.

2. Estimated Additional L&D Person-Hours

Task	Project Manager	Engineer	Surveyor/ Technician
A	50	20	10

3. Estimated Additional L&D Engineering Cost

Staff	Person-Hours	Hourly Rate	Cost
Project Manager	40	\$34.50	\$1,380.00
Engineer	30	\$20.00	\$ 600.00
Surveyor/Technician	10	\$18.00	\$ 180.00
Total Direct Labor			\$2,160.00
Overhead Cost @ 132.9%			\$2,870.64
Fixed Fee @ 10%			\$503.06
Direct Expenses			\$0
TOTAL			\$5,533.70

4. Total Project Costs

	Original Contract	Amendment No. 1	Total New Contract
Direct Labor	\$7,541	\$2,160	\$9,701
Overhead	\$10,738	\$2,871	\$13,609
Fixed Fee	\$1,828	\$ 503	\$2,331
Direct Expenses	\$12,572	\$0	\$12,572
TOTAL	\$32,679	\$5,534	\$38,213

TOWN OF HINESBURG
AGREEMENT FOR CONSULTANT ENGINEERING SERVICES
WITH
LAMOUREUX & DICKINSON CONSULTING ENGINEERS, INC.

Hinesburg BIKE (54)
Amendment #1

It is hereby agreed by and between The Town of Hinesburg, hereinafter referred to as the OWNER and Lamoureux & Dickinson Consulting Engineers, Inc. hereinafter referred to as the CONSULTANT, that the Agreement dated September 30, 2013 shall be modified as follows:

1. Paragraph 1. **SCOPE OF WORK** is hereby modified by increasing the Scope of Work as specified in the CONSULTANT's attachments pages 1-2 which are attached hereto and made a part hereof.
2. Paragraph 2. **BEGINNING OF WORK AND TERMINATION** is hereby modified by extending the completion date to September 1, 2017
3. Paragraph 3. **THE AGREEMENT FEE**, Part B., Maximum Limiting Amount of Thirty Two Thousand Six Hundred Seventy Nine dollars (\$32,679) is hereby modified by increasing the Maximum Limiting Amount by Five Thousand Five Hundred Thirty Four dollars (\$5,534) to a new Maximum Limiting Amount of Thirty Eight Thousand Two Hundred Thirteen dollars (\$38,213).

Except as modified by this Amendment, all other provisions of the original Agreement dated September 30, 2013 shall remain in full force and effect.

LAMOUREUX & DICKINSON CONSULTING
ENGINEERS, INC.
ESSEX JUNCTION, VT

BY: *Shirley Simon*

TITLE: *Vice President*

DATE *11-9-15*

TOWN OF HINESBURG
HINESBURG, VERMONT

BY: _____

TITLE: _____

DATE: _____