
TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: STEP III AMENDMENT #1 ESA AGREEMENT
DATE: 1/18/2023

ISSUE:

The issue is whether the Selectboard will approve Amendment #1 to the Step III Engineering Services Agreement with Aldrich+Elliot for the Wastewater Treatment Facility Replacement Project.

DISCUSSION:

This amendment to the engineering services agreement is cover the bid phase, construction phase, resident project inspection and special services. The agreement total is \$973,000.

The updated Total Project Cost Summary included with the agreement must be pointed out. According to that summary, the estimated Total Project Cost has increased from \$11,700,000 to \$16,602,006. With total grants and subsidies of \$7,332,341, the estimated amount to be financed has increased from \$5,410,000 to \$9,269,665. The total amount the town is able to borrow based on the bond vote is \$11,700,000. As a result, there is only \$2,420,334 in uncommitted bond capacity.

The estimated increase in borrowing of \$3,859,665 or 71% would result in annual debt payments increasing from \$182,033 to \$309,332, which would equal a 68% increase in the total wastewater budget. Staff is working on a Community Revitalization Grant Program application for \$1,000,000 which is the program maximum. A total of \$40,000,000 is available statewide. It is unknown if the project would be competitive given the "but for" program requirement. In short, we need to demonstrate that "but for" the grant, the project would not occur or it would occur in a substantially different form.

COST:

There total cost is \$973,000.

RECOMMENDATION:

It is recommended that the Selectboard approve Amendment #1 to the Step III engineering services agreement is cover the bid phase, construction phase, resident project inspection and special services in the amount of \$973,000.

Todd Odit
Town of Hinesburg
10632 US Route 116
Hinesburg, VT 05461

January 4, 2023

**Subject: Hinesburg Town Wastewater Treatment Facility Upgrade Contract #2, RF1-301-3.0
Step III (Construction Phase) Engineering Agreement Services (ESA) DRAFT Amendment #1 Approval**

Dear Mr Odit:

I received the *DRAFT* ESA Agreement for Construction Contract #2 (CC2) *Amendment #1* from Aldrich+Elliott, PC submitted in the required EJCDC C-500 format, and have reviewed the Scope of Services, Reimbursable Expenses and Fee Schedule, Level of Effort and the corresponding amounts of each service listed in the table below.

Item	Payment Type	Agreement Amendment #1 (Contract #2)	State RF1 Eligible
Bid Phase	LS	\$30,100.00	\$30,100.00
Construction Phase	LS	\$384,000.00	\$384,000.00
Resident Project Representative	NTE	\$444,000.00	\$444,000.00
Special Services	LS	\$114,900.00	\$114,900.00
TOTAL		\$973,000.00	\$973,000.00

This *DRAFT* ESA Agreement *Contract #2 Amendment #1* and the amounts identified above, totaling **\$973,000.00**, are approved for funding purposes. ***Please provide our office an electronic copy of the engineering agreement once it has been executed for our files.*** Your engineering consultant is required to invoice/bill you for services rendered using the standard billing/invoicing format that is a funding requirement. This form identifies the total of each approved service category, the amount previously paid, the current amount due, and the total billed with the identification of percent (%) of line item services billed to date. Further information regarding this programmatic requirement can be found on our website at <https://dec.vermont.gov/water-investment/water-financing/srf/srfstep3> Please contact me if you have any further questions.

Sincerely,



Roger Bergeron
WID Chief Construction Engineer

Enclosures: *Draft STEP III ESA Agreement – Contract #2 Amendment #1, LOE, TPC Summary, DEC Certification Page and Executed STEP I /II Original ESA*

cc: Jason Booth, Aldrich+Elliott, PC
Lynnette Claudon, P.E., WID Chief Pollution Control Design Engineer
Emily Hackett, WID Environmental Engineer
Tom Brown, WID CWSRF Program Lead
Denise Eagan, WID Financial Administrator

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 18, 2021.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: August 18, 2021

Owner: Town of Hinesburg, Vermont

Engineer: Aldrich + Elliott, PC

Project: Wastewater Treatment Facility Upgrade, Contract No. 2

Nature of Amendment:

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:

INTRODUCTION

For this amendment, the scope of services includes Step III Bid Phase, Construction Administration, Resident Project Representative Services, and Special Services for the Hinesburg Wastewater Treatment Facility Upgrade, Contract No. 2. This amendment includes the services found in Exhibit A: 1.04, 1.05, and 1.06, as well as Exhibit D – RPR as found in the original agreement.

SCOPE OF SERVICES

The ENGINEER will provide the following scope of services:

BID PHASE SERVICES

Bid phase services in their entirety, as detailed in Section *A1.04 Construction Phase* in Exhibit A of the original agreement, are added by this amendment. The total duration of this phase is 60 calendar days which includes a 30-day Disadvantage Business Enterprise Solicitation Period and a minimum 30-day bid period.

Bid Phase Services Total Fee: \$30,100 – Lump Sum

CONSTRUCTION PHASE SERVICES

Construction phase services in their entirety, as detailed in Section *A1.05 Construction Phase* in Exhibit A of the original agreement, is added by this amendment. This phase includes both Construction Administration and Resident Project Representative services.

The Construction Administration (CA) portion of this phase covers the entire construction duration of 730 calendar days and includes but is not limited to submittal processing, clarifications, partial pay requisition review, change order review and preparation, contractor/owner coordination, monthly meetings, site meetings, and substantial and final completion and warranty efforts.

The Resident Project Representative (RPR) portion of this phase includes full-time on-site observation of all active construction while the contractor is on-site (refer to the original agreement). The RPR effort in this scope of services is limited to 2,960 man-hours. The scope of the RPR work is based on an active construction period of 550 calendar days.

Construction Administration: \$384,000 – Lump Sum
Resident Project Representative: \$444,000 – Not-to-Exceed

SPECIAL SERVICES

Special services are added by this amendment in accordance with Section *A1.06 Post Construction Phase* in Exhibit A of the original agreement. This phase is limited to preparation of Record Drawings, Administration of the American Iron and Steel Provisions, Davis Bacon Act(s), participation in equipment start-up and owner training, preparation of an O&M manual and 1st year services.

Special Services: \$114,900 – Lump Sum

Agreement Summary:

Original agreement amount:	\$447,200.00
Net change for prior amendments:	\$0.00
This amendment amount:	\$973,000.00
Adjusted Agreement amount:	\$1420,200.00

Change in time for services (days or date, as applicable): 1,155 calendar days (Bid Phase = 60 calendar days + Construction Phase Services = 730 calendar days + Special Services (1 year warranty period) = 365 calendar days: Total 1,155 calendar days).

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:

Town of Hinesburg, Vermont

Aldrich + Elliott, PC

By:

By:

Print

Print

name:

name:

Jason R. Booth, PE

Title:

Title:

Vice-President

Date Signed:

Date Signed:

SUMMARY OF TASK OUTLINE FEE ESTIMATES
CONSTRUCTION PHASE SERVICES (STEP III ENGINEERING)
CLIENT: Town of Hinesburg
PROJECT NAME: WWTF Upgrade
Project No.: 21022
DATE: November 11, 2022

TASK	FEE ESTIMATE	FEE TYPE	Fee Curve Exclusions	
CONSTRUCTION PHASE SERVICES				
BID PHASE SERVICES - 305	\$30,100	LUMP SUM	\$	4,000.00 Geotechnical Sub.
CONSTRUCTION ADMINISTRATION - 310	\$384,000	LUMP SUM	\$	23,935.00 Geotechnical Sub.
RESIDENT PROJECT REPRESENTATIVE - 320	\$444,000	NOT TO EXCEED	\$	-
SPECIAL SERVICES - 330	\$114,900	LUMP SUM	\$	79,604.70 Cert Payroll/BABA/O&M Manual
TOTAL STEP III:	\$973,000		Total:	\$ 107,539.70

State Curve Allowance

Construction Cost: \$ 9,500,000.00 <--Enter Construction Cost
Fee Allowance: \$990,369

For Projects less than \$780,000: \$3,575 + (Construction Cost * 0.1265)
 For Projects greater than \$780,000: 0.55 * (0.6788 * Construction Cost ^ 0.9205)

Schedule of Fees & Reimbursable Expenses

	Billing Rate
Project Principal (PP)	\$172.26
Project Manager (PM)	\$138.59
Project Engineer (PE)	\$124.50
Staff Engineer (SE)	\$83.78
Staff Technician (ST)	\$83.78
Field Technician (FT)	\$125.28
CAD Operator (CO)	\$81.43
Administrative Staff (AS)	\$68.12

Current Mileage Rate \$0.625 per mile
 Round Trip Mileage: 0 <--Enter round trip mileage
 Round Trip Mileage RE: 120 <--Enter round trip mileage for RE if different than from office

	All except FT	FT ONLY	REVISION NO.:	2
Overhead	170%	170%	PREPARED BY:	JRB
Profit	16%	16%	CHECKED BY:	
	313%	313%		

Duration:
 Calendar Days: 730 <--Enter Calendar Days
 Working Days: 521
 Weeks: 104
 Resident Hours/week: 45 <--Enter Anticipated Resident hours/week

Active On-site Calendar Days: 550
 Active On-site Working Days: 392
 Weeks: 78

TASK	RECURRING EXPENSES											REIMBURSABLE EXPENSES				FEE SUMMARY		
	PP	PM	PE	SE	ST	FT	CO	AS	SUBTOTAL LABOR COST	NUMBER OF TRIPS	MILEAGE (miles)	MILEAGE COST	SUBCONTRACTORS			SUBTOTAL TOTAL EXPENSES	TYPE OF EXPENSE	TOTAL COST
													ELECTRICAL	MECHANICAL	STRUCTURAL			
CONSTRUCTION ADMINISTRATION - 310	8	8	8	8	8	8	8	8	\$4,189		0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,189
Contract Award/Pre-construction Meeting	24	40							\$14,689		0	\$0	\$2,500	\$5,000	\$0	\$0	\$0	\$12,500 subs
Clarifications, Supplemental Sketches, Design modifications	80	160	200		40				\$52,712		0	\$0	\$15,500	\$22,500	\$0	\$0	\$0	\$19,812 subs
Review Shop Drawings (excludes AIS as applicable, see Special Services)	20	40							\$9,691		0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,691
Process Change Orders	20	40							\$14,016		0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,016
Review Pay Estimates	160	160	60						\$48,736		0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,736
Coordination with Owner/Contractor	190	190							\$48,736		0	\$0	\$5,700	\$14,000	\$0	\$0	\$0	\$33,800 subs
Site visits (outside meeting visits)	78	120	80						\$36,770		0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,770
Contractor Monthly Meetings (000 meetings)	8	24	24						\$6,715		0	\$0	\$3,000	\$5,000	\$0	\$0	\$0	\$20,715
Conduct Substantial Completion Inspection	8	8	8						\$3,157		0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,157
Conduct Final Completion Inspection	40	40							\$12,434		0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,434
Warranty Period	8	8							\$2,487		0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,487
Final Inspection (11th Month)																		
TOTAL:	614	808	0	380	0	56	0	0	\$256,602		0	\$26,700	\$27,000	\$17,500	\$0	\$0	\$0	\$384,002

CONSTRUCTION ADMINISTRATION - 310
 \$384,000

SUMMARY OF TASK OUTLINE FEE ESTIMATES
 CONSTRUCTION PHASE SERVICES (STEP III ENGINEERING)
 CLIENT: Town of Hinesburg
 PROJECT NAME: WWTF Upgrade
 Project No.: 21022
 DATE: November 11, 2022

REVISION NO.: 2
 PREPARED BY: JRB
 CHECKED BY:

0

TASK	LABOR										REIMBURSIBLE EXPENSES						FEE SUMMARY				
	PP	PM	PE	SE	ST	FT	CO	AS	SUBTOTAL LABOR COST	NUMBER OF TRIPS	MILEAGE (miles)	MILEAGE COST	ELECTRICAL	MECHANICAL	STRUCTURAL	OTHER SUB	OTHER	SUBTOTAL EXPENSES	TYPE OF EXPENSE	TOTAL COST	
RESIDENT PROJECT REPRESENTATIVE - 320																					
Pre-construction Conference									\$0	0	0	\$0						\$0		\$0	\$0
Full Time Construction Inspection (45 hours/week at 70 weeks)					3150				\$384,632	392	47040	\$28,400						\$28,400	mileage	\$424,032	
Part Time Construction Inspection (20 hours/week at 8 weeks)					160				\$20,045	0	0	\$0						\$0		\$20,045	
TOTAL:	0	0	0	0	3310	0	0	0	\$414,677		47040	\$28,400	\$0	\$0	\$0	\$0	\$0	\$28,400		\$444,077	

RESIDENT PROJECT REPRESENTATIVE - 320 \$444,000

SUMMARY OF TASK OUTLINE FEE ESTIMATES
 CONSTRUCTION PHASE SERVICES (STEP III ENGINEERING)
 CLIENT: Town of Hinesburg
 PROJECT NAME: WWT Upgrade
 Project No.: 21022
 DATE: November 11, 2022

REVISION NO.: 2
 PREPARED BY: JRB
 CHECKED BY: 0

TASK	LABOR										REIMBURSIBLE EXPENSES						FEE SUMMARY			
	PP	PM	PE	SE	ST	FT	CO	AS	SUBTOTAL LABOR COST	MILEAGE (miles)	MILEAGE COST	ELECTRICAL	MECHANICAL	STRUCTURAL	OTHER SUB	OTHER	SUBTOTAL REIMBURSE EXPENSES	TYPE OF EXPENSE	TOTAL COST	
Preparation of Record Drawings and/or Tie Records	4	8				40	80		\$13,324	0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	reproductions	\$15,324	
Certified Payroll Requirements	8	40		120				40	\$19,700	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	reproductions	\$19,700
BABA Requirements	30	80		80				40	\$25,682	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	reproductions	\$25,682
Preparation of O&M	40	160		24		10	10	16	\$32,222	0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	reproductions	\$34,222	
Quarterly Review Meetings	40	80							\$19,988	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	reproductions	\$19,988
TOTAL:	122	388	0	224	0	50	80	96	\$110,917	0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$4,000		\$114,917	

SPECIAL SERVICES - 330
\$114,900

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

DEC CERTIFICATION PAGE

PROJECT NAME: Hinesburg Wastewater Treatment Facility Upgrade Contract No. 2

PROJECT LOCATION: Hinesburg, VT

APPLICANT & LOAN/GRANT NUMBER: RF1-301

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 EJCDC 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. Pre-Design Services	\$26,300	LS
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$392,300	LS
b. Special Services	\$28,600	NTE
4. Step III		
a. Bid Phase Services	\$30,100	LS
b. Construction Phase Services	\$384,000	LS
c. Resident Project Representative Services	\$444,000	NTE
d. Post Construction Phase Services	\$114,900	LS
e. Additional Services included in Step III (include additional lines)		LS/NTE
5. Total Engineering Costs	\$1,420,200	
6. Construction Costs		
a. Contract 1	\$9,500,000	
b. Small Purchase	\$2,000,000	
c. Construction Contingency	\$1,150,000	

7. Total Construction	\$12,650,000
8. Other Costs	
a. Administration	\$2,500
b. Legal	\$1,000
c. Permit Fees	\$10,000
d. Short Term Interest	\$20,000
9. Total Other Costs	\$33,500
10. Total Project Cost	\$14,103,700
11. Total Bond Amount	\$11,700,000

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract in Exhibit J, Special Provisions.

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 II deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%		
Final		

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.

Aldrich & Elliott PC

Engineer

Date

Town of Hinesburg

Owner

Date

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

**TOWN OF HINESBURG
WASTEWATER TREATMENT FACILITY UPGRADE/EXPANSION
CONTRACTS NO. 1 AND 2**

**TOTAL PROJECT COST SUMMARY
As of 11/11/2022**

Item Description	TOTAL ESTIMATED COST (11/2022)	C #1 - SUBGRADE IMPROVEMENTS	C #2 - WWTF UPGRADE
Construction			
C #1 - Subgrade Improvements	\$ 1,170,625.00	\$ 1,170,625.00	\$ -
C #2 - WWTF Upgrade/Expansion	\$ 9,500,000.00	\$ -	\$ 9,500,000.00
SP #1 - Lagoon No. 1 Sludge Removal	\$ 912,321.00	\$ 912,321.00	\$ -
SP - Lagoon Sludge Removal	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
Construction Subtotal	\$ 13,582,946.00	\$ 2,082,946.00	\$ 11,500,000.00
Construction Contingency			
Construction Contingency (5%)	\$ -	\$ -	\$ -
Construction Contingency (10%)	\$ 1,150,000.00	\$ -	\$ 1,150,000.00
Construction Contingency	\$ 1,150,000.00	\$ -	\$ 1,150,000.00
Step I - Preliminary Engineering⁽²⁾			
Preliminary Engineering	\$ 57,000.00	\$ 57,000.00	\$ -
Geotechnical Investigation/Analysis	\$ 18,000.00	\$ 18,000.00	\$ -
Predesign	\$ 50,100.00	\$ 23,800.00	\$ 26,300.00
Step I Subtotal	\$ 125,100.00	\$ 98,800.00	\$ 26,300.00
Step II - Final Design and Permitting⁽²⁾			
Final Design - Basic Services	\$ 466,800.00	\$ 74,500.00	\$ 392,300.00
Special Services	\$ 45,600.00	\$ 17,000.00	\$ 28,600.00
Asbestos/Lead Paint Testing	\$ -	\$ -	\$ -
Step II Subtotal	\$ 512,400.00	\$ 91,500.00	\$ 420,900.00
Step III - Construction Phase Services⁽³⁾			
Bid Phase Services	\$ 38,800.00	\$ 8,700.00	\$ 30,100.00
Construction Basic Services	\$ 463,800.00	\$ 79,800.00	\$ 384,000.00
Resident Representative	\$ 526,410.15	\$ 82,410.15	\$ 444,000.00
Special Services	\$ 124,100.00	\$ 9,200.00	\$ 114,900.00
Step III Subtotal	\$ 1,153,110.15	\$ 180,110.15	\$ 973,000.00
Post Construction Monitoring			
Basic Services	\$ 31,300.00	\$ 31,300.00	\$ -
Subtotal	\$ 31,300.00	\$ 31,300.00	\$ -
Other Costs			
Administration	\$ 2,750.00	\$ 250.00	\$ 2,500.00
Bond Vote Assistance	\$ 5,900.00	\$ 5,900.00	\$ -
Legal	\$ 3,500.00	\$ 2,500.00	\$ 1,000.00
Land Acquisition	\$ -	\$ -	\$ -
Permit Fees	\$ 10,000.00	\$ -	\$ 10,000.00
Short Term Interest	\$ 25,000.00	\$ 5,000.00	\$ 20,000.00
Other Subtotal	\$ 47,150.00	\$ 13,650.00	\$ 33,500.00
Total Project Cost	\$ 16,602,006.15	\$ 2,498,306.15	\$ 14,103,700.00
FUNDING			
Subsidy/Grant			
Planning/Engineering Subsidy	\$ 250,000.00	\$ -	\$ 250,000.00
Additional Subsidy	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
Lake Champlain TMDL	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
PC Grant (17%)	\$ 2,822,341.05	\$ -	\$ 2,822,341.05
ARPA	\$ 250,000.00	\$ -	\$ 250,000.00
Total Subsidy/Grant	\$ 7,322,341.05	\$ -	\$ 7,322,341.05
Projected CWSRF Loan			
Projected CWSRF Loan	\$ 9,279,665.10	\$ 2,498,306.15	\$ 6,781,358.95
Total Projected CWSRF Loan	\$ 9,279,665.10	\$ 2,498,306.15	\$ 6,781,358.95
Bond Capacity			
Current Bond Approval	\$ 11,700,000.00		
Total Bond Amount	\$ 11,700,000.00		
Uncommitted Bond Capacity	\$ 2,420,334.90		

Notes

1. November 2022 Budget
2. Step I and II engineering fees are based on the final billed amounts.
3. Step III engineering fees are based on the current draft engineering agreement.