

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Town of Richmond, VT

Engineer: Hoyle Tanner & Associates

Project: Richmond WWTF Step 1 – 20-yr Evaluation

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:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ <u>\$154,000</u>
Net change for prior amendments:	\$ <u>\$0</u>
This amendment amount:	\$ <u>\$81,000 (NTE)</u>
Adjusted Agreement amount:	\$ <u>\$235,000</u>

Change in time for services (days or date, as applicable): April 1, 2025

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 Richmond

Hoyle, Tanner & Associates, Inc.

By: _____
Print
name: _____

By: 
Print
name: Jon A. Olin

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 3/31/2024



March 31, 2024

Mr. Josh Arneson, Town Manager
Richmond Town Office
203 Bridge Street, PO Box 285
Richmond, VT 05477

Re: WWTF STEP 1 – Amendment 1
Professional Engineering Services Proposal for Wastewater System Assistance
Richmond Wastewater System
Town of Richmond, Vermont

Dear Mr. Arneson:

Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) is pleased to present this proposal for wastewater system assistance to the Town of Richmond (Town). Specifically, the proposed services are to assist the Town with funding and regulatory assistance related to upcoming wastewater facility improvements, to provide a review and recommendations on updating the Town’s sewer use ordinance, and to provide public outreach services in support of an upcoming Town Bond Vote. Hoyle Tanner is currently working with the Town to prepare the Richmond Wastewater Treatment Facilities 20-Year Evaluation Report of the town’s wastewater treatment facility (WWTF) and collection system which will result in a recommended improvement project (“the project”). The project will require outside funding assistance and an evaluation of the incoming wastewater strength, which can be managed through a robust sewer use ordinance.

Hoyle Tanner will provide the following services for the above referenced project:

Project Understanding

The Town of Richmond engaged Hoyle Tanner to prepare a 20-Year Evaluation Report of the Town’s wastewater treatment facility and sewer collection system with recommended improvements and associated costs to be presented in the final report. The Town is seeking Additional Services from Hoyle Tanner to identify low interest loan and grant programs to pay for the wastewater infrastructure improvements. In addition, the Town is planning to update their sewer use ordinance which was developed in 1972. The Town is seeking Hoyle Tanner’s review and comments on the current ordinance with recommendations for improvements to protect the Town’s WWTF. The Town is also seeking to propose this project for Bond Vote in the upcoming November 2024 or March 2025 ballots. Task 3 below provides a description of services for public outreach to facilitate community understanding and increase potential of a successful bond vote.

The Consultant will provide the following Scope of Services as part of this AGREEMENT:

Task 1 - Funding Assistance:

- 1.1 Assist the Town with preparation of the funding pre-application for the Clean Water State Revolving Fund (CWSRF) for future wastewater facility improvements.
- 1.2 Assist the Town with identifying and applying to other Grant/Loan opportunities (including Congressionally Directed Spending or CDS).
- 1.3 Assist the Town with supporting information and follow-up discussions with VT DEC staff to support the funding application(s).
- 1.4 Be available to the Town Manager to respond to requests for additional information and/or supplementary information to complete the funding application packages for CWSRF low interest loan and grant funds.

Task 2 – Sewer Use Ordinance Review:

- 2.1 Attend a kick-off meeting. The Consultant will meet with representatives of the Town to hold a 90-minute kick-off meeting. The purpose of the kick-off meeting is to discuss overall project objectives and goals, obtain existing available information from the Town, establish the line of communication protocols, and get the project firmly started on the right track.
- 2.2 Review 1972 Sewer Ordinance and Ordinances of Similarly Sized Communities. The Consultant will review, in detail, the existing Town of Richmond Sewer Ordinance to determine the provisions of the Regulations that need to be updated, deleted, or enhanced based on current Town policy and regulations and current requirements of the EPA and the VTDEC pertaining to the use of public sewers. The Consultant will review up to three (3) similarly sized community's Regulation of Sewer Use, that specifically address high-strength wastes, to gather pertinent and useful language to include in the Town's Ordinance.
- 2.3 Recommended Amendments to Town's Sewer Ordinance. The Consultant will prepare proposed edits, additions, deletions, and other amendments as deemed necessary to bring the Sewer Ordinance into conformance with current policies, rules, regulations, and requirements of the EPA and VTDEC. Proposed changes will be shown as "track changes" in Word ^R, or other method agreed to by the Town at the kick-off meeting, so that the Town can clearly see all proposed changes in a Draft Regulations before they are finalized. The Consultant will work closely with the Town on the proposed revisions to ensure that the changes are consistent with the Town's goals, objectives, and policies.
- 2.4 Enforcement. Enforcement language will be included in the amended language that will clearly define the direct impacts of non-compliance on property owners and the Town. The amended language will define who is responsible for enforcing the Ordinance and specifically how to address high strength wastes. Additional clauses which may be considered in the enforcement standards include notice of non-compliance penalties being explicitly indicated on sewer bills, and waivers for enforcement of standard compliance with the potential of presenting safety hazards.
- 2.5 Legal Review. The Town's attorney will review the recommended amendments to the 1972 Sewer Ordinance for the purpose of incorporating appropriate language to clearly dictate the requirements of the proposed changes to the Ordinance. The legal review will pertain to all sections of the Ordinance to prevent any loopholes. **Attorney's fees are not included in this Agreement and will be borne separately by the Town.**

- 2.6 The Consultant will attend up to three (3) two (2) hour remote meetings to discuss the results of the review of other community ordinances, review and discuss the recommended changes and review and discuss comments from the Town's attorney on the recommended changes to the Sewer Ordinance.

Task 3 - Public Outreach:

Hoyle Tanner will assist the Town with Public Outreach, Project Education, and information sharing in advance of the Town bond vote. A not to exceed budget has been identified for this task with services to be provided generally as outlined below:

- 3.1 Participate and Lead Public Meetings and project presentation. It is anticipated that up to 2 meetings will be held for this project – in person at Richmond Town Offices
- 3.2 User Rate Analysis - Evaluate impacts of project cost to general tax rate and system user rate for bonding the recommended project. Note: This task will be coordinated with the Task 2 - Sewer Use Ordinance scope above.
- 3.3 Create a Project Website and maintain through the Bond Vote. This will be the Town's property with an opportunity to continue the website through the project design and construction phases.
- 3.4 Assist with Social and Print Media.
- 3.5 Guide Richmond WWTF Plant tours. One plant tour has been included in the proposed fee. The plant tour will be open to the public with a registration up to a number of attendees approved by the Town. The tour may be recorded and posted on the Project Website.

Assumptions:

This proposal is based on the following assumptions:

1. Meetings will be held virtually, unless otherwise noted above
2. Deliverables will be in electronic (pdf, word, excel) format

Client (Town) Responsibilities

Your responsibilities under this agreement shall include:

- Designate a contact person who can act with the client's authority regarding this Project.
- Client shall provide through Project Team members all pertinent existing information.
- Provide access to the site and advise the Consultant of any safety or security programs which may be applicable to the Consultant during Project site visits.
- Pay for and obtain all project related fees.
- The Client shall give prompt notice to the Consultant whenever the Client becomes aware of anything that would have a significant effect on the scope or timing of the Consultant's services.
- Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay the Consultant's performance of services.
- Retain City attorney as needed for legal opinions related to sewer use ordinance.

Schedule

Hoyle Tanner is prepared to begin providing professional engineering services within 7 days of receiving an executed agreement.

We anticipate providing funding and regulatory assistance on an “as needed” basis and will bill our time against the estimated limit for these services.

We anticipate the completion of this amendment 1 scope to be completed by April 1, 2025 (allowing for either a November 2024 or March 2025 bond vote date)

Basis of Payment

Client shall pay Consultant for services set forth above as follows:

Standard Hourly Rates Method of Payment

Funding Assistance	\$13,500.00
Sewer Use Ordinance Review and Recommendations	\$26,000.00
Public Outreach	\$42,000.00
Total Contract: \$81,000.00	

Terms & Conditions

The Terms and Conditions of this amendment are set forth in the base contract dated March 2023.

BILLING RATE ESTIMATE

CLIENT : Town of Richmond
 PROJECT : Wastewater System Assistance
 PROJECT #: TBD
 DATE: 3/23/2024

Richmond Wastewater System Assistance

Calc. By: JAO
 Check By:

TASK DESCRIPTIONS	LABOR HOURS BY BILLING RATE CLASSIFICATION (\$/Hour)							TOTAL HOURS	TOTAL BILLING RATE COSTS
	Principal Engineer	Senior Project Manager	Project Manager	Engineer	Senior Technical Engineer	Project Assistant	Public Outreach Coordinator		
	\$260.00 Ducharme	\$225.00 Hobbs	\$185.00 Trainque	\$118.00 DeCola	\$215.00 DiPietro Worden	\$107.00 Bishop/Marraffa	\$165.00		
Task 1 - Funding Assistance								0	\$0.00
1.1 CWSRF Pre-Application Assistance	1	16		2	2			21	\$4,526.00
1.2 Identify and Support Grant Applications	1	6		16	6			29	\$4,788.00
1.3 Funding Coordination & Supporting Documentation		6		2	2			10	\$2,016.00
1.4 Town Coordination / Support		6		2	2	1		11	\$2,123.00
								0	\$0.00
Task 2 - Sewer Use Ordinance Review								0	\$0.00
2.1 Kickoff Meeting (Virtual)	1	2	2	4				9	\$1,552.00
2.2 Convert Existing Sewer Ordinance to MS Word		1				8		9	\$1,081.00
2.3 Review of Existing Town SUO		2	8	20	2	2		34	\$4,934.00
2.4 Recommend SUO Amendments		4	10	20	4	2		40	\$6,184.00
2.5 Recommend Enforcement Language		4	8	20	4	2		38	\$5,814.00
2.6 Coordinate with Town Legal Review		2	8	4				14	\$2,402.00
2.7 Meetings (3) (Virtual)		6	6	9				21	\$3,522.00
								0	\$0.00
Task 3 - Public Outreach								0	\$0.00
3.1 Public Meetings (2)	2	16			16		16	50	\$10,200.00
3.2 User Rate Analysis		4	2	40	16			62	\$9,430.00
3.3 Project Website		2			8		60	70	\$12,070.00
3.4 Social & Print Media Assistance		2			2		14	18	\$3,190.00
3.5 Plant Tours (1)	2	8		8	8		10	36	\$6,634.00
								0	\$0.00
TOTAL LABOR HOURS	7	87	44	147	72	15	100	472	
TOTAL BILLING RATE COSTS	\$1,820.00	\$19,575.00	\$8,140.00	\$17,346.00	\$15,480.00	\$1,605.00	\$16,500.00		\$80,466.00

Task 1
\$13,453.00

Task 2
\$25,489.00

Task 3
\$41,944.00

REIMBURSABLE EXPENSES:

TRAVEL - MILEAGE, ETC.	\$420
POSTAGE & COMMUNICATION	\$0
PRINTING	\$0
LODGING AND MEALS	\$0
TESTING EQUIPMENT RENTAL	\$0
Other	\$0
SUBTOTAL:	\$420

TOTAL BILLING RATE COSTS

\$80,466

SUBCONSULTANTS:
includes admin. Fee of

0%

\$0

SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:

\$80,466

REIMBURSABLE EXPENSES:
includes admin. fee of

0%

\$420

TOTAL:

\$80,886

Hoyle, Tanner & Associates, Inc.