

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Purchase Order, dated September 5, 2018, and the Engineering Services Agreement dated August 30, 2018, between Town of Orleans, Massachusetts ("Client"), and AECOM Technical Services, Inc. a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 2019, modifies that Agreement as follows:

1. Changes to the Services

1.1 ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES, Page 14, SECTION 1 – SERVICES OF THE ENGINEER, delete subparagraph 1.2 in its entirety and replace with the following new subparagraph 1.2:

1.2 Design Phase Additional Services - ENGINEER shall provide Design Phase Additional Services as described in SECTION 3, paragraph 3.1 through paragraph 3.7, inclusive.

1.2 ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES, Page 21, SECTION 3 – DESIGN PHASE ADDITIONAL SERVICES, add the following new Article:

3.7 Public Management System Documents

3.7.1 Sewer Use Rules and Regulations

❖ Description: Prepare draft and final Sewer Use Rules and Regulations

❖ Subtasks

- Prepare and submit a draft Table of Contents for review and comments.
- Obtain feedback and prepare and submit a preliminary draft document for review and comments.
- Obtain feedback, incorporate Low Pressure Sewer Pump Equipment Preselection and prepare and submit a final draft document for review and comments.
- Obtain feedback and prepare a final document.

3.7.2 Low Pressure Sewer Pump Equipment Preselection

❖ Description: Prepare and coordinate Low Pressure Sewer Pump Equipment Preselection including development of a Request for Proposal and Technical Specification, Evaluation of Manufacturer Proposals and Manufacturer Proposal Recommendation.

❖ Subtasks

- Prepare Request for Proposal.
- Prepare Low Pressure Sewer Pump Technical Specification.
- Conduct Manufacturer Proposals Evaluation.
- Prepare Manufacturer Proposal Recommendation.

❖ Assumptions

- Utilize Request for Proposal developed for WWTF Equipment Preselection as the basis for the new Request for Proposal.
- Conduct up to four Manufacturer Proposal Evaluations.
- Owner to prepare and submit advertisement via COMMBUYS, Central Register and Cape Codder.

3.7.3 Public Engagement Coordination

- ❖ Description: Conduct public meetings, workshops and public hearing in order to keep stakeholders apprised of overall status, increase the understanding of the technical approach and assumptions, obtain stakeholder feedback.
- ❖ Subtasks
 - Prepare for and attend individual meetings with Board of Selectmen, Board of Water and Sewer Commissions, Board of Health and Planning Department.
 - Prepare for and attend group Workshops Board of Selectmen, Board of Water and Sewer Commissions, Board of Health and Planning Department.
 - Prepare for and attend Public Hearing.
- ❖ Assumptions
 - Up to five individual meetings with Board of Selectmen, Board of Water and Sewer Commissions, Board of Health and Planning Department.
 - Up to two group Workshops Board of Selectmen, Board of Water and Sewer Commissions, Board of Health and Planning Department.
 - One Public Hearing.

2. **Change to Deliverables:** As identified above.

3. **Change in Project Schedule (attach schedule if appropriate):**

3.1 ATTACHMENT 2 TO EXHIBIT A – PROJECT SCHEDULE, Page 35, Paragraph 1, delete subparagraph 1.2 in its entirety and replace with the following new subparagraph 1.2:

1.2 ATTACHMENT 1 TO EXHIBIT A, SECTION 2, Design Phase Additional Services, paragraph 3.1 through paragraph 3.5, inclusive and paragraph 3.7 - For a period ending no later than five hundred and thirty (530) calendar days after the date of after the date of execution of this Agreement.

4. **Change in Consultant's Compensation**

The Services set forth in this Change Order will be performed on the following basis:

- No change to Compensation
- Time & Material (See Exhibit B for the Hourly Labor Rate Schedule)
- Time and Materials with a Not-to-Exceed amount of \$ *Numerical Amount*. The Hourly Labor Rate Schedule is set forth in EXHIBIT B (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap. Payment will be based on actual time and reimbursable expenses incurred.
- Cost Plus Fixed Fee: [Cost \$ *Numerical Amount* and Fee \$ *Numerical Amount*]
- Lump Sum of \$75,000

ATTACHMENT 1 TO EXHIBIT B – MILESTONE PAYMENT SCHEDULE, Page 39, delete in its entirety and replace with the following new ATTACHMENT 1 TO EXHIBIT B – MILESTONE PAYMENT SCHEDULE:

**ATTACHMENT 1 TO EXHIBIT B
 MILESTONE PAYMENT SCHEDULE**

Number	Deliverable	Value
1	Design Phase	
	Field Investigations	\$300,000 ¹
	Meetinghouse Pond Area Impact Evaluation	\$31,700 ²
	Preselection of Key Process Equipment	\$75,000 ³
	Contract Documents - 60 Percent	\$1,500,000 ⁴
	Contract Documents - 90 Percent	\$618,300 ⁵
	Contract Documents - 100 Percent	\$200,000 ⁶
	Contractor Prequalification Process	\$30,000 ⁷
	Project Status Meetings and Technical Workshops	\$270,000 ⁸
	Sewer use Rules and Regulations	\$75,000 ⁹
2	Bidding Phase	\$75,000 ¹⁰
3	Construction Phase	
	Construction Phase Basic Services	TBD ^{11 and 12}
	Construction Phase Additional Services	TBD ^{11 and 12}
	Resident Services During Construction	TBD ^{11 and 13}
	Extended Operations	TBD ^{11 and 14}
	Total	\$3,175,000

Notes:

1. Field Investigations will be invoiced in three equal amounts.
2. Meetinghouse Pond Area Impact Evaluation will each be invoiced in two equal amounts.
3. Preselection of Key Process Equipment will be invoiced in three equal amounts.
4. Contract Documents - 60 Percent will be invoiced in three equal amounts.
5. Contract Documents - 90 Percent will be invoiced in two amounts.
6. Contract Documents - 100 Percent will be invoiced in one lump sum amount.
7. Contractor Prequalification Process will be invoiced in two equal amounts.
8. Project Status Meetings and Technical Workshops will be invoiced monthly.
9. Bidding Phase will be invoiced in three equal amounts.
10. Sewer use Rules and Regulations will be invoiced in three equal amounts.
11. The value for the Construction Phase Basic Services, Construction Phase Additional Services and Resident Services During Construction will be determined at the end of the Design Phase Engineering Services (Design Phase Basic Services and Design Phase Additional Services). Completion of the Construction Phase Basic Services, Construction Phase Additional Services and Resident Services During Construction is pending appropriation of funds at a future Town Meeting.
12. Construction Phase Basic Services and Construction Phase Additional Services will be invoiced in equal amounts monthly throughout the construction duration.
13. Resident Services During Construction will be invoiced based on actual time incurred throughout the construction duration.
14. Extended Operations will be invoiced in twelve equal amounts.

Therefore, the total authorized Compensation, inclusive of the Change Order is \$3,175,000.

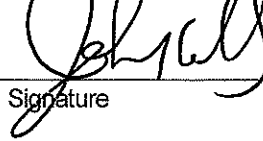
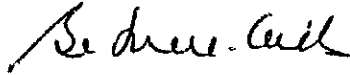
Item	Description	Payment Amount
1	Original	\$3,100,000
2	Change Order No. 1	\$75,000

5. **Project Impact:** None
6. **Other Changes** (including terms and conditions): None
7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Town of Orleans, MA



Signature

Signature

Betsy Shreve-Gibb

John Kelly

Printed Name

Printed Name

Vice President

Orleans Town Administrator

Title

Title

Address

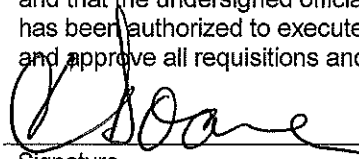
Address

9 Jonathan Bourne Road
Pocasset, MA 02559

19 School Road
Orleans, MA 02653

Town Accountant's Certificate

I hereby certify that an appropriation in the amount of this contract is available therefore and that the undersigned official of the Town has been authorized to execute said contract and approve all requisitions and change orders.



Signature

Cathy Doane

Printed Name

Finance Director/Town Accountant

Title

Date

5/14/19

[End of Agreement]

This Page Intentionally Left Blank