

Town of Buckland, Massachusetts  
Charlemont Road Roadway Improvements and Emergency Slope Repair Project  
Contract Amendment No. 1

**CONTRACT AMENDMENT NO. 1** to the Contract between the Town of Buckland and Weston & Sampson Engineers, Inc., for the Charlemont Road Roadway Improvements and Emergency Slope Repair Project.

The contract between the Town of Buckland and Weston & Sampson Engineers, Inc. is amended to increase the contract amount by a sum of Twenty-One Thousand Six Hundred Dollars and No Cents, (\$21,600.00), for the following task:

- Construction resident project representation services for work associated with the Emergency Slope Repair for the Charlemont Road Roadway Improvements and Emergency Slope Repair Project, with services provided as described in the attached memorandum dated July 16, 2021.

Approvals and Signatures

By: TOWN OF BUCKLAND

By: WESTON AND SAMPSON ENGINEERS, INC.

\_\_\_\_\_  
Chair, Select Board                      Date

\_\_\_\_\_  
*Ch. B. M. A.*                      July 16, 2021  
Name                                      Date

Certification as to Availability of Funds:

\_\_\_\_\_  
TOWN Fiscal Officer                      Date

# MEMORANDUM

TO: Heather Butler, Town Administrator

FROM: Bill Storti, Weston & Sampson Engineers, Inc.

DATE: July 16, 2021

SUBJECT: Charlemont Road Roadway Improvements Project and Emergency Slope Repair Project

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Weston & Sampson's contract for the Charlemont Road Roadway Improvements and Emergency Slope Repair Project includes services up to and including Construction Administration. The Town of Buckland has requested additional engineering services to include construction resident project representation services for work associated with the Emergency Slope Repair.

Construction resident project representation services will be billed at an hourly rate of \$135 per hour. Total estimated budget is based upon providing the services full-time (40-hours per week) for a presumed construction duration of four (4) weeks, equating to 160 person-hours at an hourly rate of \$135/hour. This is an all-inclusive hourly rate (i.e. includes mileage, travel expenses, etc.).

Please prepare a contract amendment in the amount of \$21,600.00 for the additional services to include:

- Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original contract documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the contract documents, progress reports, record drawings and records, and other project-related documents.
- Record data relative to questions of extras or deductions; activities, decisions, and observations in general.
- Prepare daily reports of the progress of the work and of the CONSTRUCTION CONTRACTOR's compliance with the progress schedule and compliance with contract documents.
- Obtain all backup material, prepare and recommend to the ENGINEER Change Orders, Extra Work Orders, and Field Changes.
- Payment Requisitions: Review applications for payment with the CONSTRUCTION CONTRACTOR for compliance with the established procedure and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Limitations of Authority: The Resident Project Representative:

- Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
- Shall not expedite work for the CONSTRUCTION CONTRACTOR.
- Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- Shall not exceed limitations of the ENGINEER's authority as set forth in the contract documents.
- Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

If you have any questions, please feel free to give me a call to discuss.