

AGREEMENT FOR ENGINEERING SERVICES
 BY AND BETWEEN THE
 TOWN OF BETHEL, CONNECTICUT
 AND
 WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the Town of Bethel, Connecticut, acting herein by and through its Public Utilities Commission (PUC), hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 712 Brook Street, Suite 103, Rocky Hill, Connecticut, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described:

Sanitary Sewer Evaluation Survey (SSES) – Subarea 13

Table 1: Collection System to be Investigated

Description	Quantity	Task
8-inch Pipe	27,010 LF	Light cleaning, CCTV, Flow Isolation Monitoring
12-inch Pipe	2,330 LF	Light cleaning, CCTV, Flow Isolation Monitoring
15-inch Pipe	650 LF	Light cleaning, CCTV, Flow Isolation Monitoring
18-inch Pipe	2,600 LF	Light cleaning, CCTV, Flow Isolation Monitoring
21-inch Pipe	1,780 LF	Light cleaning, CCTV, Flow Isolation Monitoring
Subtotal	34,370 LF	Light cleaning, CCTV, Flow Isolation Monitoring
Manhole	200 Each	Manhole Inspection

hereinafter called the PROJECT.

Note:

Flow Isolation Monitoring will be performed on piping 16-inches and smaller: 29,990LF

CCTV will be performed on all piping listed above.: 34,370 LF

Focus on West Interceptor as likely source of I/I.

1.2 The ENGINEER’s services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Project Administration

The ENGINEER will provide coordination of field work, including flow isolation, closed-circuit television (CCTV) inspection, and manhole inspections. In addition, the ENGINEER will coordinate with the CT DEEP related to the project and invoices and coordinate progress of the PROJECT with the Town of Bethel and the CT DEEP including up to three (3) meetings, as necessary.

2.2 Flow Isolation

The ENGINEER will conduct flow isolation in area described in Article 1.1. Manhole to manhole sewer segments will be isolated by plugging flows at upstream manholes and by taking weir measurements at the downstream manholes. Work will generally be performed during the hours of midnight to 6 a.m. and during periods of high groundwater and dry weather. Observed infiltration from manholes will be noted at the time of flow isolation and deducted from line section measurements. Results of flow isolation will determine those sewer segments which require additional investigation via closed circuit television inspection.

2.3 Closed-Circuit Television (CCTV) Inspection

The ENGINEER will complete light cleaning, television inspection, and digital record of the collection system described in Article 1.1 to locate sources of infiltration within manhole to manhole segments of sanitary sewer. The inspection will be conducted in the spring time during a period of high groundwater levels. Light cleaning and television inspection will not include any piping that requires bypass pumping. If blockage or significant debris is encountered, requiring heavy cleaning, the OWNER will be immediately notified. Heavy cleaning will either be performed by the OWNER, or as an additional service.

The ENGINEER will provide one (1) complete digital set of data and a written record of all sewers inspected by CCTV.

The CCTV Inspection work quantities under this task were developed as an allowance for CCTV inspection. The final quantity and locations of the CCTV Inspection shall be as directed to the ENGINEER in writing by the OWNER. The actual final quantity of CCTV inspection shall not exceed the budgeted linear foot quantity noted above without prior written authorization.

2.4 Manhole Inspections

The ENGINEER will conduct a topside survey of the sanitary sewer manholes listed in Article 1.1 for both infiltration and inflow. A written log will be furnished for each manhole inspected. The manhole survey will document location, structural defects, I/I sources, size, depth, materials of construction, deposition of solids, and other pertinent information. In

addition, a visual inspection will be made of sewers connected to the manhole to document the condition of these sewers. When manholes are observed to be depressed or can otherwise collect runoff, an estimate of drainage area for that manhole will be provided.

2.5 SSES Report

The ENGINEER will submit a Sewer System Evaluation Summary Report to the OWNER. This report will summarize the investigation conducted under this Scope of Services and identify those areas which appear to contribute excessive infiltration and inflow and provide detailed conclusions and recommendations.

The report will include recommendations and a cost-effectiveness analysis for rehabilitation of those sources of infiltration and inflow which have been identified during this investigation. For those sources of I/I that have been located and quantified, the report will include a concept-level plan and cost estimate to be used in the design phase. For those sources of I/I that will require additional investigation work, the report will include a plan and a cost estimate to conduct the investigation.

Two (2) copies of the SSES Report will be submitted to the OWNER for review, followed by submission to the CTDEEP for approval.

2.6 Traffic Control by Town of Bethel

Traffic control shall be utilized for the field work described above, where deemed necessary by the Town, PUC or required by the ENGINEER due to safety concerns. Uniformed police officers shall provide traffic control. The Town will pay for police directly, and allowance is included herein.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

- 3.4 Pay application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.
- 3.9 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of design and construction standards, which OWNER will require to be included in the Drawings and Specifications.
- 3.10 Examine studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 3.12 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).
- 3.13 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this AGREEMENT.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting within TEN (10) business days of signing this AGREEMENT, and concluding within 180 calendar days of authorization to proceed.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.

- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER monthly as charges accrue on a cost-plus fixed fee basis. Monthly charges will include costs incurred during the billing period based on the amount and value of the work and services performed plus a fixed fee based on the proportionate value of costs incurred to date to the total cost ceiling. Any balance of fixed fee remaining upon completion of the work will be billed in full in the ENGINEER'S final invoice for the PROJECT. The cost ceiling (which does not include the fixed fee), which the ENGINEER will not exceed without the AGREEMENT being formally amended, and the fixed fee which will not be increased except for an AGREEMENT amendment increasing the scope of work, are as follows:

Cost Ceiling:	\$247,389.10
Fixed Fee:	\$18,738.69
TOTAL Contract:	\$286,127.79

ESTIMATED DIVISION OF FEES

Task	Description	Cost Ceiling	Fixed Fee	Total by Task
2.1	Project Administration	\$13,560.80	\$1,613.30	\$15,174.10
2.2	Flow Isolation	\$25,638.00	\$1,816.56	\$27,454.56
2.3	CCTV Inspection	\$130,413.50	\$7,739.62	\$138,153.12
2.4	Manhole Inspection	\$33,994.60	\$2,329.35	\$36,323.95
2.5	SSES Report	\$43,782.20	\$5,239.86	\$49,022.06
2.6	Traffic Control Allowance (by town)	\$0	\$0	\$20,000.00
	Total Contract	\$247,389.10	\$18,738.69	\$286,127.79

- 5.2 It is agreed that the total cost-plus fixed fee amounts represent estimated costs for Engineering Services outlined in ARTICLE 2 - SCOPE OF SERVICES.
- 5.3 Costs as used herein, are defined as direct labor, indirect costs, and other direct costs.
- 5.3.1 Direct labor costs are salaries and wages paid to personnel for work directly charged to the PROJECT by the ENGINEER'S employees.
- 5.3.2 Indirect costs are allocation of overhead and general and administrative costs that are incurred by the ENGINEER.

- 5.3.3 Other direct costs are identifiable expenses which include transportation, printing and reproduction of plans and reports, telephone charges, postage, computer time, subconsultant charges such as specialty engineering, soils, surveying, and testing of materials and other identifiable expenses.
- 5.4 The Cost Summary, presented in the attached EPA Form 5700-41, which is a part of this AGREEMENT, presents the ENGINEER'S estimate of labor rates, overhead and general administration and other direct costs. Changes in these costs may occur during the course of this PROJECT in certain of these items. Maximum total project cost plus fixed fee for the authorized scope of work identified in the agreement shall not exceed 3% of the estimated budget presented on the attached Form 5700-41.
- 5.5 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 5.6 When the costs incurred total approximately 60 percent of the total estimated costs listed in ARTICLE 5.1, or if, at any time, the ENGINEER has reason to believe that the total estimated costs will be greater or substantially less than the then total estimated cost, the ENGINEER shall notify the OWNER giving a revised estimate of the total cost of services to be furnished. Should the revised total estimated cost exceed the total estimated cost, this AGREEMENT shall either be amended to cover the increase in estimated cost or the scope of services shall be reduced to stay within the total estimated cost.
- 5.7 The costs presented in the attached EPA Form 5700-41 are based on a provisional overhead rate. When the final overhead rates are established for the periods of time covered in this AGREEMENT, the indirect costs and the total estimated costs are to be adjusted to reflect the new rates. When there is a change in the overhead rate, the ENGINEER shall adjust previous billings and future billings to reflect the final rates and the new provisional rates for the corresponding time periods.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage, and products/completed operations and \$2,000,000 in the aggregate. The policy is to contain, or be endorsed to contain, the following provisions:

- i. The Town of Bethel and its respective officers, agent, officials, employees, volunteers, boards and commissions are to be named as additional insured's.

- ii. The ENGINEER's insurance coverage shall be primary and non-contributory as regards to the Town of Bethel. Any insurance or self-insurance maintained by the Town of Bethel shall in excess of the ENGINEER's insurance and shall not contribute with it.
- iii. Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon substantial completion or final payment, whichever occurs later.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

- 6.2.1 Not less than One Million Dollars (\$1,000,000) for each accident, all damages arising out of property damage, bodily injuries to or death of one person for all autos owned by the ENGINEER including One Million Dollars (\$1,000,000) for any Non-Owned, Hired and Leased vehicles and One Million Dollars (\$1,000,000) of uninsured/underinsured motorists coverage.
- 6.2.2 The Town of Bethel and its respective officers, agent, officials, employees, volunteers, boards and commissions are to be named as additional insured's.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT which follows form, without limitation or restriction, the Commercial General Liability, Workers Compensation, and Automobile coverage as noted in Sections 6.1, 6.2, and 6.5.

- 6.3.1 The Town of Bethel and its respective officers, agent, officials, employees, volunteers, boards and commissions are to be named as additional insured's.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of Three Million Dollars (\$3,000,000) per claim and in the aggregate and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Connecticut.

6.5.2 The OWNER shall maintain employer's liability insurance coverage for all of its employees at the PROJECT with limits of coverage no less than \$500,000 each accident, \$500,000 disease/policy limit, and \$500,000 disease/each employee.

6.6 Verification of Coverage

The ENGINEER shall furnish to the Town of Bethel with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Finance Director before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the rights to require complete, certified copies of all required policies, at any time.

The successful respondent to whom the Contract is awarded must file the required Insurance Certificates within two weeks of the date of the notification of award. Failure or neglect to do so may be considered by the Town as proof that the Contractor is unable to fulfill the Contract.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 Indemnification for General Liability

To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the ENGINEER's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the ENGINEER agrees to defend, indemnify and hold harmless the Owner from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the ENGINEER's performance, acts, errors or omissions under this Agreement.

7.2 Indemnification for Professional Liability

With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the ENGINEER's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the ENGINEER agrees to indemnify and hold the Owner harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the ENGINEER in performance of services under this Agreement. This indemnification expressly excludes the duty of the ENGINEER to defend the Owner. However, the absence of the duty to defend shall not preclude the Owner from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the ENGINEER's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

7.3 Hazardous Waste Indemnifications

7.3.1 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has done his or her best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, that is not due to negligence of ENGINEER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- D. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- E. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, for the services necessary to affect termination, plus a percentage of the fixed fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, for the services necessary to affect termination, plus a percentage of the fixed fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the

commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agreed upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

11.4 Subrogation

Deleted

11.5 Consequential Damages

Deleted

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

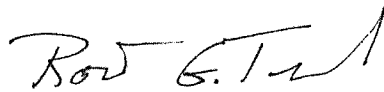
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

TOWN OF BETHEL

WESTON & SAMPSON ENGINEERS, INC.

By: _____

By:  _____

Robert G. Tedeschi, P.E. Senior Team Leader

January 24, 2024

Date

Date

Authorized Task(s) and Initials

OWNER'S Connecticut Sales and Use Tax Certificate Exemption Number _____

COST OR PRICE SUMMARY FOR CLEAN WATER FUND PROJECTS

Form Approved
OMB No.2030-0011
Approval expires 10-31-86

PART I - GENERAL

1. RECIPIENT Town of Bethel, CT	2. ASSISTANCE ID No.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Weston & Sampson Engineers	4. DATE OF PROPOSAL January 24, 2024
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (include ZIP Code) 712 Brook Street, Suite 103 Rocky Hill, CT 06067	6. TYPE OF SERVICE TO BE FURNISHED Sanitary Sewer Evaluation Survey: CCTV, Flow Isolation Monitoring, Manhole Inspection

PART II-COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	EST. D HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Senior Technical Specialist	8	\$100.00	\$800.00	
Senior Team Leader	76	\$94.00	\$7,144.00	
Team Leader	0	\$75.00	\$0.00	
Project Manager	60	\$70.00	\$4,200.00	
Project Engineer	210	\$45.00	\$9,450.00	
Engineer 3	146	\$42.00	\$6,132.00	
Engineer 2	0	\$40.00	\$0.00	
Engineer 1	40	\$35.00	\$1,400.00	
GIS Analyst III	56	\$50.00	\$2,800.00	
DIRECT LABOR TOTAL:	596			\$31,926.00
8. INDIRECT LABOR (Specify indirect cost pools)				
	RATE	x BASE =	ESTIMATED COST	
Labor	1.8500	31,926.00	\$59,063.10	
	0.0000	31,926.00	\$0.00	
	0.0000	31,926.00	\$0.00	
INDIRECT LABOR TOTAL:				\$59,063.10
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
Mileage			\$1,050.00	
Printing			\$420.00	
TRAVEL SUBTOTAL:			\$1,470.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
	QTY	COST		
	1	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
EQUIPMENT SUBTOTAL:			\$0.00	
c. SUBCONTRACTS			ESTIMATED COST	
CCTV Inspection			\$118,650.00	
Flow Isolation Monitoring			\$18,900.00	
WBE MH Inspection			\$15,750.00	
MBE MH Inspection			\$9,450.00	
SUBCONTRACTS SUBTOTAL:			\$162,750.00	
d. OTHER (Specify categories)			ESTIMATED COST	
	QTY	COST		
Police			\$20,000.00	
OTHER SUBTOTAL:			\$20,000.00	
OTHER DIRECT COSTS TOTAL:			\$184,220.00	
10. TOTAL ESTIMATED COST				\$275,209.10
11. PROFIT: 12% on labor				\$10,918.69
12. TOTAL PRICE				\$286,127.79

PART III - CERTIFICATIONS

13a. Has a Federal Agency or a Federally Certified State or Local Agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

No

Yes (Name, address, and telephone number of reviewing office:)

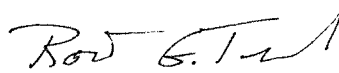
13b. This summary conforms with the following cost principles:

13c. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to the Town of Bethel SSES Planning Study project. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of January 24, 2024 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

January 24, 2024

(3) DATE OF EXECUTION



SIGNATURE OF COMPOSER

Vice President/Regional Manager

TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

**Man-Hour Projection
SSES Subare 13
Town of Bethel, CT
1/24/2024**

Task	Description	Total Manhours	St. Technical Specialist	St. Team Leader	Team Leader	Project Manager	Project Engineer	Engineer III	Engineer II	Engineer I	GIS Analyst III	Subc.	Expenses	Labor	Fixed Fee	Total By Task
2.1	Project Administration	36		32		24							\$ 200.00	\$ 13,360.80	\$ 1,613.30	\$ 15,174.10
2.2	Flow Isolation	52		4		8		32			8	\$ 18,000.00	\$ 7,638.00	\$ 1,816.56	\$ 27,454.56	
2.3	CCTV Inspection	130		4		8	70	32		8	8	\$ 113,000.00	\$ 17,413.30	\$ 7,739.62	\$ 138,153.12	
2.4	Manhole Inspection (W/MBE/WBE)	66		4		4		50			8	\$ 24,000.00	\$ 1,000.00	\$ 8,994.60	\$ 2,329.35	\$ 36,323.95
2.7	Report - Phase 2 SSES	292	8	32		16	140	32		32		\$ 200.00	\$ 43,582.20	\$ 5,239.86	\$ 49,022.06	
2.6	Police Allowance															\$ 20,000.00
	Total	576	8	76	0	60	210	146	0	48	16	\$ 155,000.00	\$ 1,400.00	\$ 90,989.10	\$ 18,738.60	\$ 286,127.79
	Hourly Rates	\$ 100.00	\$ 94.00	\$ 75.00	\$ 70.00	\$ 45.00	\$ 42.00	\$ 40.00	\$ 35.00	\$ 50.00						
	Direct Labor	\$ 800.00	\$ 7,144.00	\$ -	\$ 4,200.00	\$ 9,450.00	\$ 6,132.00	\$ -	\$ 1,400.00	\$ 2,800.00						

Direct Labor	\$31,926.00
Indirect Labor (1.85)	\$59,053.10
Subtotal Labor	\$90,989.10
Subcontractor	\$155,000.00
Expenses	\$1,400.00
Subtotal ODCs	\$156,400.00
Markup (5%)	\$7,920.00
Profit (12%) Labor	\$10,918.69
Total Fixed fee	\$18,738.63
SUBTOTAL	\$286,127.79
Police Allowance	\$20,000.00
TOTAL	\$286,127.79
MBE Percentage	3.1% \$ 9,000.00
WBE Percentage	5.2% \$ 15,000.00
Local Amount	\$128,757.51
Grant Amount	\$157,370.29