



February 8, 2024

Mr. Jeffrey Pardo
Assistant Director of Public Works/Facilities Manager
Wilton Public Works Department
Town of Wilton
238 Danbury Road
Wilton, CT 06897

Re; RFP # 2022-10
Environmental Engineering Services
Wilton Police Station
Demolition and Abatement
Eagle Proposal No. 24 - 057

Dear Mr. Pardo:

Eagle Environmental, Inc. (Eagle) is pleased to submit this revised Proposal to the Town of Wilton (Town) to provide environmental engineering services (Services) for the Wilton Police Station. Eagle has thoroughly reviewed the Request for Qualifications / Proposal (RFQ / RFP) # 2022-10 originally issued by Town on November 2, 2022 and the revised RFP dated January 30, 2024. Eagle acknowledges receipt of Addenda No. 1 and 2 for the project.

Based on our review of the original RFQ/RFP; a review of Addenda No. 1 and 2; a review of the revised RFP; and, our experience with similar projects, we have a firm understanding of the scope of services being requested, the process for completing the services, and the scope of the hazardous materials supplemental testing and design services for the abatement and demolition of the building.

Please contact us immediately if you have any questions related to this proposal.

Sincerely,
Eagle Environmental, Inc.

Jason Eberhard
Senior Project Manager

Y:\Clients\UVWXYZ\Wilton, Town of\2024\RFQ-RFP Environmental Engineering Services - Revised January 30, 2024 Cover Letter.doc.docx

Fee Proposal Form

The following Fee is proposed to perform the duties, responsibilities and obligations Environmental Engineering – Wilton Police Station Demolition and Abatement. The project shall be proposed on a “Not To Exceed” basis based on the categories listed below. For the purposes of this proposal, the Department of Public Works is only seeking the services to complete the hazardous material survey included in RFP 2022-10 and prepare hazardous material abatement documents (plans & specifications). A separate RFP will be released for the monitoring, inspections and testing during abatement and demolition of the existing Wilton Police Station. Unused fees are to be returned to the Town in their entirety. Respondent shall not be permitted to retain any overhead or profit on unused fees.

- Project Monitor – 30 Days of project monitoring oversight.
 - Environmental Technical Assistant – 30 Days of assistance to the Project Monitor.
 - Licensed Designer – 90 Hours of project management.
 - 60 PLM Bulk Samples.
 - 50 PCB Bulk Samples.
-

Project Monitor – includes direct or overhead expenses, such as collecting samples (PLM), report preparation supervision, QC/QA. equipment and supplies. Hours shall not include any travel time. Travel and meal expenses shall not permitted.

Daily Rate: \$ 640.00

Hourly Rate: \$ 80.00

OT Hourly Rate: \$ 100.00

Premium Hourly Rate (Sundays & Holidays) \$ 100.00

30 Days x Daily Rate \$ 640.00 = \$ 19,200.00

Environmental Technical Assistant – includes direct or overhead expenses, such as collecting samples (PLM), report preparation, supervision, QC/QA, equipment and supplies. Hours shall not include any travel time. Travel and meal expenses shall not be permitted.

Wilton Old Police Station – Environmental Services
240 Danbury Road, Wilton, CT
RFQ/RFP Environmental Engineering Services – Revised January 30, 2024

Daily Rate: \$ 600.00

Hourly Rate: \$ 75.00

OT Hourly Rate: \$ 95.00

Premium Hourly Rate (Sundays & Holidays) \$ 95.00

30 Days x Daily Rate \$ 600.00 = \$ 18,000.00

Licensed Designer – Includes direct or overhead expenses, such as collecting samples (PLM), report preparation, supervision, QC/QA, equipment and supplies. Hours shall not include and travel time. Travel and meal expenses shall not be permitted.

Daily Rate: \$ 1,000.00

Hourly Rate: \$ 125.00

OT Hourly Rate: \$ 125.00

Premium Hourly Rate (Sundays & Holidays) \$ 125.00

90 Hours x Hourly Rate \$ 125.00 = \$ 11,250.00

PLM – Fee per bulk sample – Includes all costs such as equipment, supplies, postage, delivery and courier.

Each \$ 15.00

60 Samples x Each \$ 15.00 = \$ 900.00

PCB – Fee per bulk, wipe or soil samples – Includes all costs such as equipment, supplies, postage, delivery and courier. Each \$ 125.00

50 Samples x Each \$ 125.00 = \$ 6,250.00

Total Lump Sum Fee \$ 55,600.00

Wilton Old Police Station – Environmental Services
240 Danbury Road, Wilton, CT
RFQ/RFP Environmental Engineering Services – Revised January 30, 2024

Acknowledgment of Addenda:


Addendum No. 1 X
Addendum No. 2 X
Addendum No. 3
Addendum No. 4

Company Name: Eagle Environmental, Inc. Date: 2/8/2024

Address: 8 South Main Street, Suite 3, Terryville, CT 06786

Name of Principal: Peter J. Folino Title: President

Phone: (860) 589-825 Email: pfolino@eagleenviro.com

Authorized Signature: 

WILTON PUBLIC WORKS
DEPARTMENT

(203) 563-0152



TOWN HALL ANNEX
238 Danbury Road
Wilton, Connecticut 06897

January 30, 2024

Mr. Jason Eberhard
Eagle Environmental, Inc.
8 S. Main Street
Terryville, CT 06786

Re: RFP 2022-10
Environmental Engineering Services
Wilton Police Station
Demolition and Abatement

Dear Mr. Eberhard:

Eagle is among the firms that submitted a proposal in response to the above-referenced RFP on November 21, 2022. For a variety of reasons, the Town deferred issuance of an award on the RFP. This is to notify you that the Town is now interested in issuing an award on the RFP and has decided to reach out to all of the firms that submitted a proposal in response to the RFP. If Eagle is still interested in the project, Eagle may honor the rates submitted. Since the demolition and abatement of the existing Police Station will not take place until the fall or winter of 2025, only the completion of the haz-mat materials testing of the existing Police Station and production of the hazardous materials abatement documents (drawings and specifications) will be awarded at this time. At the appropriate time, the Town will issue an RFP for hazardous materials abatement monitoring and testing for the abatement and demolition of the existing building. Eagle will be welcome to submit a new proposal at that time. The Fee Proposal Form has been revised to reflect the changes discussed.

If Eagle is still interested in the project, you must submit a new proposal to my attention via email at jeff.pardo@wiltonct.org by 4:00 p.m. on Friday, February 9, 2024. A non response will be an indication of Eagle's lack of interest in submitting a new proposal.

Sincerely,

Jeffrey Pardo
Assistant Director of Public Works/Facilities Manager

DRAFT AIA® Document C103® - 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 4th day of MARCH in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

and the Consultant:
(Name, legal status, address, and other information)

EAGLE ENVIRONMENTAL, INC.
8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CT 06786

Consultant's discipline:

ENVIRONMENTAL ENGINEERING

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

WILTON POLICE DEPARTMENT HEADQUARTERS
240 DANBURY ROAD, WILTON, CONNECTICUT

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

ARCHITECT: TECTON ARCHITECTS, P.C.
CONTRACTOR: A. SECONDINO & SON, INC.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
- .2 Date for commencement of construction:
- .3 Substantial Completion date:
- .4 Other milestone dates:

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

SEE EXHIBIT A: RFQ/RFP # 2022-10, ADDENDUM NO. 1, ADDENDUM NO. 2 AND LETTER DATED JANUARY 30, 2024

SEE EXHIBIT B: CONSULTANT'S PROPOSAL DATED FEBRUARY 8, 2024

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

JASON EBERHARD, SENIOR PROJECT MANAGER
EAGLE ENVIRONMENTAL, INC.
8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CT 06786
OFFICE: 203-589-8257
jeberhard@eagleenviro.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance.

[INTENTIONALLY DELETED. SEE RIDER.]

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner,

time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[« »] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner’s written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner’s behalf with respect to the Project.

(List name, address, and other information.)

JEFF PARDO, ASSISTANT DIRECTOR OF PUBLIC WORKS / FACILITIES MANAGER
 TEL: 203-563-0157
 E-MAIL: jeff.pardo@wiltonct.org

§ 4.3 The Owner shall render decisions and approve the Consultant’s submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant’s services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant’s services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2

[INTENTIONALLY DELETED. SEE RIDER.]

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

NOT TO EXCEED FIFTY FIVE THOUSAND SIX HUNDRED DOLLARS (\$55,600)

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

WITH THE PRIOR WRITTEN APPROVAL OF THE OWNER’S REPRESENTATIVE, IN ACCORDANCE WITH HOURLY RATES IN EXHIBIT A.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant’s subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant’s and Consultant’s subconsultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

SEE HOURLY RATES IN EXHIBIT A.

Employee or Category	Rate

§ 8.4

{INTENTIONALLY DELETED. SEE RIDER.}

§ 8.5 The Owner shall not withhold amounts from the Consultant’s compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

{INTENTIONALLY DELETED. SEE RIDER.}

§ 8.7 Compensation for Use of Consultant’s Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Consultant’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

THERE WILL BE NO LICENSING FEE.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

SEE RIDER.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

RIDER

EXHIBIT A: RFQ/RFP # 2022-10, ADDENDUM NO. 1, ADDENDUM NO. 2 AND LETTER DATED JANUARY 30, 2024

EXHIBIT B: CONSULTANT'S PROPOSAL DATED FEBRUARY 8, 2024

This Agreement entered into as of the day and year first written above.

TOWN OF WILTON

EAGLE ENVIRONMENTAL, INC.

OWNER *(Signature)*

CONSULTANT *(Signature)*

TONI BOUCHER, FIRST SELECTWOMAN
(Printed name and title)

(Printed name and title)



RIDER TO
AIA DOCUMENT C103-2015 STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONSULTANT

BETWEEN

TOWN OF WILTON (OWNER)

AND

EAGLE ENVIRONMENTAL, INC. (CONSULTANT)

DATED: MARCH 4, 2024

***PROJECT: ENVIRONMENTAL ENGINEERING SERVICES – WILTON POLICE
DEPARTMENT HEADQUARTERS***

The following provisions are incorporated into the Agreement. Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

1. *The following is inserted as new § 2.1.1:* The Consultant's designated representative is **Jason Eberhard**. The Consultant's designated representative will not be changed without the Owner's written consent, which consent shall not be unreasonably withheld. The Consultant's designated representative shall have express authority to bind the Consultant with respect to all matters under the Contract Documents.
2. *Section 2.7 shall be deleted in its entirety and replaced with the following:* The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in Appendix B of Exhibit A (RFQ/RFP). Except to the extent otherwise specifically authorized by the Owner in writing, the Engineer shall ensure that all consultants engaged or employed by the Engineer shall carry and maintain insurance in form and coverage amount consistent with the Policies. With respect to the insurance maintained by the Engineer's consultants, upon execution of this Agreement and, upon request of the Owner, at every date for renewal of the Policies, the Engineer shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The certificates will show the Owner as an additional insured. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.
3. *Section 8.4 shall be deleted in its entirety and replaced with the following.* The following payment terms shall apply to all invoices presented by the Consultant under this Agreement. The Owner shall pay the Consultant's invoices within twenty (20) days after presentation to the Owner's Finance Department bearing the approval of the Owner's Assistant Director of Public Works or his designee. Invoices not paid within thirty (30) days after presentation to the Owner's Finance Department bearing the approval of Owner's Assistant Director of Public Works or his designee will bear interest at the Prime Rate, as published in the Wall Street Journal.

4. *The following is inserted at the end of § 8.6.1:* The Consultant shall not be entitled to reimbursement for an expense unless the expense was approved in writing in advance by the Owner.

5. *The second sentence of Section 11.1 is deleted in its entirety and replaced with the following.* The documents listed in **Section 11.1** (the “**Component Documents**”) are complimentary, and what is required by one shall be as binding as if required by all; performance by Consultant shall be required only to the extent consistent with the Component Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of conflicts or discrepancies among the Component Documents, interpretations will be based on the following priorities:
 1. Rider to AIA Document C103.
 2. Agreement.
 3. Exhibit A: RFQ/RFP.
 4. Exhibit B: Consultant’s Proposal.

6. *The following is inserted as Section 11.3 Counterparts and Electronic Signatures.* The Agreement and the Rider may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement and Rider and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of the Agreement and Rider as to the parties and may be used in lieu of the original Agreement and Rider for all purposes.

OWNER:
TOWN OF WILTON

CONSULTANT:
EAGLE ENVIRONMENTAL, INC.

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)