

**CONSULTING SERVICES AGREEMENT**  
**(MUNICIPAL PUBLIC WORKS PROJECT)**

This Consulting Services Agreement (the “Agreement”) is dated and effective as of February \_\_\_\_, 2023 (the “Effective Date”) by and between **WRIGHT-PIERCE INCORPORATED**, a Maine corporation (the “Consultant”), and the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Consultant and the Town agree as follows.

1. **Services by Consultant.**

- (a) Scope of Work. Consultant will perform the following professional consulting services for the **Town’s Public Works Department** (the “Services”).

Town Wide Sanitary Sewer System Inflow and Infiltration Study

The Services shall include all of the tasks described in Exhibit A.

Consultant represents and warrants that Consultant has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement.

- (b) Performance. Consultant will use Consultant’s best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will undertake to perform the Services only upon receipt of a request or instructions from the Town’s First Selectwoman, Director of Public Works, or a person designated by one of those persons.
- (c) Compliance With Laws. Consultant agrees, represents and warrants that all of Consultant’s Services will be rendered in compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements. Consultant will promptly notify the Town if Consultant’s Services fail in any way to comply with the covenants, representations and warranties set forth in this Section, or if it is alleged that Consultant’s Services fail to comply with the covenants, representations and warranties set forth in this Section.
- (d) No Delegation, Exceptions. Without the express prior written approval of the Town’s Director of Public Works, Consultant shall not delegate to any other person or entity the performance of the Services or of any of Consultant’s obligations and responsibilities under this Agreement.

2. **Additional Services.**

Consultant shall not perform any additional services beyond the Services to be performed hereunder. Any additional services shall be subject to a separate written agreement.

3. **Independent Contractor.**

Consultant represents, warrants and agrees that: (a) Consultant is an independent contractor and not an employee or agent of the Town; (b) Consultant shall have the sole obligation and responsibility to

pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Consultant directly or indirectly receives from the Town; and (c) neither Consultant nor any employees or other personnel of Consultant are entitled to receive or are eligible for any benefits which accrue to employees of the Town, including, without limitation, such benefits as health insurance and retirement benefits. Without the express prior written approval of the Town, neither Consultant nor any employees or other personnel of Consultant will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. **Payments to Consultant.**

(a) **Compensation.** Consultant will be entitled to compensation for the Services as follows: fee based on Consultant's standard hourly billing rates plus pre-approved reimbursable expenses not to exceed **Ninety Thousand Nine Hundred and 00/100 Dollars (\$90,900.00).**

(b) **Invoices, Payment Schedule.** Consultant shall submit to the Town invoices for payment on a monthly basis. Each invoice shall include an itemized statement showing dates of work, a description of each task performed, personnel who performed each task, hourly rate(s) and the total sum for each task. The Town shall review each invoice and, within ten (10) days of receipt, either certify the same for payment or advise Consultant of any necessary revisions or additional documentation necessary to render such invoice for payment. The Town will pay each invoice within twenty (20) days after receipt by the Town's Finance Department of an approved invoice.

(c) **Expenses.** Except for the Reimbursable Expenses, the compensation to be paid hereunder is inclusive of all expenses. Except for the Reimbursable Expenses, Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the Services. Reimbursable Expenses are subject to prior written approval of the Town's Director of Public Works. "**Reimbursable Expenses**" means and includes expenses actually incurred by Consultant for copies, reproductions, photographs, printing and overnight delivery services.

5. **Duration of Agreement.**

(a) **Term.** The engagement of Consultant by the Town to provide the Services shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall end on June 30, 2023 (the "**Term**"). The Term will automatically be extended for three (3) twelve month periods, each ending on June 30, unless either party delivers notice to the other that it does not wish to extend the Term.

(b) **Termination by the Town.** The Town may, at any time, and for any reason, terminate the engagement of Consultant to provide the Services under this Agreement. The Town shall give at least thirty (30) days' prior written notice to Consultant of termination specifying the effective date of the termination. If the Town terminates the engagement under this **Section 5(b)**: (i) Consultant shall continue to render the Services until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in **Section 5(b)(ii)**, the Town shall have no further liability to Consultant under this Agreement. Non-payment by Town of Consultant's invoice shall not be grounds for termination if the Town has reasonable basis to dispute said billing and the issue remains unresolved between the parties.

(c) **Termination by Consultant.** Consultant may, for any reason, terminate this Agreement provided that Consultant gives at least thirty (30) days' prior written notice to the Town of termination specifying the effective date of the termination. If Consultant terminates the engagement under this **Section**

5(c): (i) Consultant shall continue to render Services until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(c)(ii), the Town shall have no further liability to Consultant under this Agreement.

(d) Cooperation. If the engagement of Consultant to provide Services is terminated under Section 5(b) or Section 5(c), Consultant shall cooperate with the Town to arrange the termination in such manner as may reasonably be requested by the Town so as to minimize any disruption or adverse impact to the Town, including, without limitation, providing documentation and data files to a successor consultant designated by the Town.

(e) Survival. Notwithstanding anything to the contrary contained herein, the provisions of Sections 7, 8, 9, 10, 12 and 13 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

## 6. Insurance.

(a) Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the following insurance coverages covering Consultant and all of its agents, employees, consultants and other providers of all or part of the Services and shall name Town of Wilton as Additional Insured on a primary and non-contributory basis to Consultant's Commercial General Liability insurance policy. All insurance shall be written with insurance carriers approved by the Town and licensed to do business in the State of Connecticut. All insurance coverages shall be purchased from a company or companies with an A.M./Best rating of A-(VII) or better. Minimum limits and requirements are as follows.

All insurance coverages specified in Exhibit B.

(b) The insurance policies described in Section 6 are referred to herein as the "Policies". Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

## 7. Ownership of Documents and Property.

(a) Consultant understands and agrees that all information and other property of the Town, notwithstanding its disclosure to and use by Consultant in the course of the engagement of Consultant to provide Services under this Agreement, shall remain the property of the Town or of any third party who may furnished it to the Town. At the termination of Consultant's engagement under this Agreement, or at the request of the Town at any time, Consultant will immediately deliver to the Town all information, and all other property of the Town or of a third party, which are in the possession, custody or control of Consultant.

(b) All documents prepared by Consultant pursuant to this Agreement, including sketches, designs, reports, drawings, CADD and/or computer design files and specifications (the "Work Product") are instruments of service in respect to the Services to be performed and, upon payment as herein provided, shall become the property of the Town. Consultant hereby irrevocably and perpetually assigns to the Town all right, title and interest in and to the documents, including, but not limited to, all intellectual property rights,

patents, trademarks, trade secrets and copyrights. The Town agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the Town or any person or entity that obtains the Work Product from or through the Town.

8. **Remedies; Indemnification.**

(a) In addition to and not in lieu of any other obligation contained in this Agreement, Consultant agrees to and shall indemnify the Town and hold the Town harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities arising out of (i) any breach or violation by Consultant of any provision of this Agreement, including any representation or warranty contained herein; and (ii) any negligent or intentional acts, errors or omissions by Consultant in the performance of its Services under this Agreement.

(b) The provisions of this Section 8 shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

9. **Entire Agreement; Modification; Binding Effect.**

(a) This Agreement contains the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Consultant acknowledges that in connection with Consultant's decision to sign this Agreement, Consultant has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement. Without limiting the generality of the foregoing, this Agreement supersedes any proposal or bid submitted by Consultant.

(b) This Agreement may be changed or modified only by a written agreement signed by both Consultant and the Town.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Consultant may not assign Consultant's obligations under this Agreement.

10. **Governing Law; Jurisdiction.**

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Consultant and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11. **Consultant's Authority to Conduct Business.**

Consultant represents and warrants that Consultant shall maintain its existence in good standing in its state of incorporation or formation (if applicable), and that Consultant shall maintain in full force and effect any and all licenses or authorizations required for Consultant to do business in each jurisdiction where Services are to be rendered under this Agreement.

12. **Notices.**

All notices required or permitted to be given under this Agreement shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the Town, addressed to:  
First Selectwoman  
Town of Wilton  
238 Danbury Road  
Wilton, CT 06897

If to Consultant, addressed to:  
Wright-Pierce Incorporated  
169 Main Street, 700 Plaza Middlesex  
Middletown, CT 06457  
Attn: Christopher N. Pierce, VP

13. **Miscellaneous Provisions.**

(a) **Captions.** Any title or caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties agree that this Agreement may be transmitted between them by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party.

(c) **Non-Waiver.** Any delay or failure by either party to exercise any right under this Agreement, or any party's partial exercise of any right under this Agreement, shall not constitute a waiver of such right or any other right. The waiver by either party of any particular breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach of this Agreement or right hereunder, and no such waiver shall be effective unless set forth in writing by Consultant or the Town.

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WHEREFORE, the Town and Consultant have entered into this Agreement as of the date and year first indicated on Page 1.

**TOWN OF WILTON**

\_\_\_\_\_  
By: Lynne Vanderslice  
Its: First Selectwoman

**CONSULTANT:  
WRIGHT-PIERCE INCORPORATED**

\_\_\_\_\_  
By:

*{Signature page to Consulting Services Agreement}*

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

Task I – Infiltration and Inflow Evaluation:

Each of the alphabetized paragraphs below coincide with Wilton RFQ 2022-05.

- A. Perform an infiltration and inflow (I/I) analysis of the sanitary sewer system consisting of:
1. Compile and review existing available information including:
    - a. past I/I and flow metering reports and data,
    - b. town line meter data,
    - c. Pump station run time data,
    - d. groundwater data,
    - e. rainfall data,
    - f. population data,
    - g. available sewer maps,
    - h. record drawings of the collection system,
    - i. water consumption data for lots connected to the collection system.
  2. Obtain GIS map layers and discuss with WPCA to identify any missing sewer segments. Prepare a manhole numbering system and add the numbering system to the GIS database. The GIS layers provided by TOWN will include manhole locations and sewer diameter data.
  3. Using existing town line flow meter data and water consumption data, develop baseline wastewater flow estimates for the collection system. Use available rainfall data and pump station run-time data to assess the amount of infiltration and inflow that may be within the collection system and within the drainage area upstream of the pump station.
  4. Develop Metering Plan - Based on the above tasks, summarize the findings, and develop a plan that identifies where flow monitoring is required. The goal of the metering will be to assess I/I rates within each of the sub basins and prioritize where future sewer system evaluation survey investigations should occur. Data from the metering plan will also be compared to available pump station data and existing town line flow meter data.
  5. Meet with TOWN to review the Metering Plan and incorporate TOWN suggestions.
  6. TOWN will provide access to manholes identified for meter installation, including possible alternate locations. This may require TOWN to remove pavement or unbury manhole covers.
  7. Update sewer system GIS mapping with information found during field reconnaissance for flow meter installation manholes.

- B. Implementation Schedule - See items below for schedule of I/I work; schedule for recommended work will be included in the Report.
- C. Develop Clean Water Fund Grant Application - Not Applicable.
- D. Conduct infiltration/inflow evaluation of drainage basins in the collection system. This will consist of:
  - 1. During the spring, conduct flow monitoring utilizing portable flow recorders installed in key manholes. ENGINEER will install up to five (5) portable flow meters. These meters will be installed for a period of sixteen (16) weeks to record the magnitude and variation of I/I flows from key sewer segments.
  - 2. The TOWN will provide and pay for Manual of Uniform Traffic Control Devices (MUTCD) approved traffic maintenance when required for field work (flaggers, police, etc.) during each time the manholes require access (installation, maintenance, and removal); ENGINEER will assist TOWN with coordination efforts. TOWN will pay for these costs directly.
  - 3. Install automatic rainfall monitoring stations in one (1) location of the collection system. Correlate rainfall data with flow metering data to determine the relative impact of rainfall on I/I flows.
  - 4. Based on the flow metering, identify sub-basin areas with significant I/I flow and develop a specific scope for sewer system evaluation (SSES) effort.
- E. Manhole Inspections – TBD
- F. Smoke Testing – TBD
- G. Video Inspection – TBD
- H. Review and Update GIS Mapping of Sanitary Sewer System
  - 1. ENGINEER will provide manhole numbering system and provide corrections to mapping when they are discovered during the work.
  - 2. ENGINEER will provide updated or new GIS layers back to TOWN for inclusion in their database.
  - 3. During our routine work, if observed, ENGINEER will provide bullet list of suggested modifications to the GIS database.
- I. Prepare technical memorandum report summarizing the findings of the infiltration/inflow evaluation. Submit Draft Report to TOWN 45 days after final data has been collected. In a meeting, review Draft Report with TOWN to obtain comments. Address comments and submit Final Report to TOWN within 30 days of meeting



J. Pump Station Evaluation – TBD

K. Site Plan Reviews – As requested by TOWN.

**EXHIBIT B  
REQUIRED INSURANCE COVERAGES**

The Firm shall purchase from and maintain, for the life of the contract, in a company or companies with an A.M. Best rating of A- (VII) or better, such insurance which will protect the Town from claims set forth below which may arise out of or result from the Firm's obligations under the contract, whether such obligations are the Firm's or a subcontractor or any person or entity directly or indirectly employed by the Firm or by anyone for whose acts the Firm may be liable.

**1. Workers' Compensation**

Workers' compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.

**2. Commercial General Liability**

Commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: bodily injury & property damage coverage with an occurrence limit of \$1,000,000; personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the respondent.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

**3. Commercial Automobile**

Commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

**4. Umbrella or Excess Liability**

Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (1) through (3) above. The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$ 5,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

**5. Errors & Omissions**

Errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. The policy shall contain limits of liability in the amount of \$1,000,000 each claim and \$3,000,000 in the aggregate. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

SUMMARY OF ESTIMATED STAFF EFFORT (HOURS) AND COSTS										
Wilton - Infiltration and Inflow Evaluation										
TASK #	TASK DESCRIPTIONS	Technical Reviewer	Project Manager	Project Engineer	Data Analysis	Field Manager	Field Technician	GIS/CADD Operator	Admin	TOTAL
	Hourly Rate	\$ 208.85	\$ 198.45	\$ 157.50	\$ 99.23	\$ 110.57	\$ 97.65	\$ 113.53	\$ 78.75	
1	Project Administration	3	12	29	10	10	0	0	4	68
2	GIS Mapping		1	4	2		2	32	1	42
3	Field Investigations	2	4	60	60	8	198	4	2	338
4	Recommendations, Report	2	6	30	30		0	4	2	74
	Hours	7	23	123	102	18	200	40	9	522
	Labor	\$ 1,462	\$ 4,564	\$ 19,373	\$ 10,121	\$ 1,990	\$ 19,530	\$ 4,541	\$ 709	\$ 62,290
	<b>Expenses</b>	<b>Units</b>		<b>Total</b>					<b>Hours</b>	<b>522</b>
	Meters	5 meters x	16 weeks	\$ 27,323					Labor	\$62,290
	Mileage	300 miles	IRS Rate	\$ 1,287					Expenses	\$28,610
				\$ 28,610					Total Fee	\$90,900