

**AGREEMENT
FOR
ENGINEERING SERVICES
RELATIVE TO THE
WILTON STATION PEDESTRIAN WALKWAY**

TOWN OF WILTON, CONNECTICUT

This **AGREEMENT** made this 15th day of June, 2015, by and between Town of Wilton hereinafter designated as the "TOWN" a municipal corporation duly established by law in the County of Fairfield and the State of Connecticut, as represented by its Board of Selectman, and Tighe & Bond, Inc., a corporation incorporated under the laws of Massachusetts, and having its principal office in Westfield, Massachusetts, said Commonwealth of Massachusetts, with offices in Middletown and Shelton, Connecticut, hereinafter designated as the "ENGINEER". For purposes of this **AGREEMENT** the term "ENGINEER" shall mean the consultant (including its officers, directors, employees and agents), its sub-consultant(s), any of its subcontractor(s).

WHEREAS, TOWN issued and Request for Proposal (RFP) relative to the design of a pedestrian footbridge and pathway from the Wilton Railroad Station to Wilton Center located in Wilton, Connecticut (hereinafter "Project"), and

WHEREAS, ENGINEER responded to said RFP and was selected by TOWN based on its submitted proposal, and

WHEREAS, TOWN obtained funding through a Small Town Economic Assistance Program Grant by the State of Connecticut Office of Policy and Management with assigned administrative oversight from the State of Connecticut Department of Transportation for the Project.

NOW THEREFORE, TOWN and the ENGINEER, for the consideration hereinafter named, agree as follows:

SECTION 1 - SCOPE OF WORK

- A. The professional engineering services, which are specifically included in this AGREEMENT, are detailed in ENGINEER's Scope of Work, attached hereto and made a part hereof as Attachment A. Services rendered relative to Construction Phase Services shall require an Amendment to this AGREEMENT.

- B. TOWN may make and/or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT, said change to be made in writing and signed by both parties.

SECTION 2 – COMPENSATION

The TOWN agrees to pay and the ENGINEER agrees to accept as full compensation for all services provided and completed under the terms of this AGREEMENT, fees and charges as follows:

- A. Services as described herein shall be provided for the lump sum of \$120,950. In the event that the scope of work is modified for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. For information purposes, the below summary provides the anticipated break out of the fee for each component of the project. Actual invoices will be submitted based on the overall percent complete of the Project scope.

Design Services	\$91,700
Permitting Services	\$17,450
Geotechnical Services	\$11,800

SECTION 3 - SCHEDULE OF PAYMENTS

- A. Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. Monthly payments to the ENGINEER shall be made on the basis of statements submitted by the ENGINEER and approved by TOWN.
- B. Each monthly invoice shall include percentage complete for lump sum based on the overall percent complete of the Project scope; less a five percent (5%) retainage payable to the ENGINEER upon project completion.
- C. In the event of a disputed billing, only the disputed portion will be withheld from payment, and TOWN shall pay the undisputed portion. TOWN will exercise reasonableness in disputing any bill or portion thereof.
- D. If TOWN fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 14 days' written notice to TOWN, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, ENGINEER will have no liability to TOWN for delays or damages caused by TOWN because of such suspension.

SECTION 4 – SCHEDULE

ENGINEER shall begin services upon notice to proceed by execution of this AGREEMENT and shall provide services in accordance with the schedule include as Attachment B, attached hereto and made a part hereof.

SECTION 5 - THE SUCCESSORS AND ASSIGNS

- A. The TOWN and the ENGINEER each binds itself, its partners, successors, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other parties. Neither TOWN nor the ENGINEER shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other.
- B. This AGREEMENT represents the entire integrated Agreement between TOWN and the ENGINEER for engineering services and supersedes all prior negotiations, representations, or Agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both TOWN and the ENGINEER.

SECTION 6 – INSURANCE COVERAGE AND LIMITATION OF LIABILITY

- A. The ENGINEER shall provide and maintain insurance at its own expense until the completion and acceptance of its services under this AGREEMENT, for General Liability, Worker's Compensation, Automobile Liability, and Professional Liability Insurance. Such insurance shall extend to the ENGINEER and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the ENGINEER's agents and employees.
- B. The ENGINEER shall furnish to the TOWN a Certificate(s) of Insurance showing coverage as set forth herein. Said Certificates of Insurance shall include coverage and additional insured references as required by the Small Town Economic Assistance Program Grant as relative to ENGINEER's services. Exhibit C contains sample insurance certificates.
- C. The TOWN and the ENGINEER shall be required to carry applicable liability insurance in accordance with Paragraph #24 of Agreement No. 8.12-01(14) entitled "STEAP GRANT AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE

TOWN OF WILTON FOR THE WILTON TRAIN STATION WALKWAY. The ENGINEER shall ensure that any of its sub-consultant(s), or any of its sub-contractors performing work in which ENGINEER is legally liable for in association with the Project, carry similar liability insurance to comply with specified requirements of the aforementioned agreement. To the maximum extent permitted by law, TOWN agrees to limit the ENGINEER's liability for TOWN's damages to ENGINEER's available insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- D. The ENGINEER will not be responsible for any loss, damage or liability arising from TOWN's negligent acts, errors or omissions nor any negligent acts, errors or omissions caused by consultant(s), contractor(s) or agent(s) who are not under contract or supervision of the ENGINEER.

SECTION 7 – INDEMNIFICATION AND DISPUTE RESOLUTION

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold TOWN harmless from any damage, liability or cost to the extent caused by the ENGINEER's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of its subconsultants or anyone for whom the ENGINEER is legally liable. The ENGINEER is not obligated to indemnify TOWN in any manner whatsoever for damage, liability or cost solely caused by TOWN's own negligence.
- B. The TOWN agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost to the extent caused by TOWN's negligent acts, errors or omissions in the performance of this AGREEMENT or anyone for whom TOWN is legally liable. The TOWN is not obligated to indemnify the ENGINEER in any manner whatsoever for damage, liability or cost solely caused by the ENGINEER's own negligence.

- C. In the event of a dispute between the parties to this agreement, the parties will endeavor to resolve it by way of mediation. If after thirty (30) days, the parties are unsuccessful, then either party may enter into litigation to resolve dispute.

SECTION 8 – MISCELLANEOUS

- A. Nothing contained in this AGREEMENT shall create a contractual relationship or cause of action in favor of a third party against either TOWN or the ENGINEER.
- B. Right of Entry - Unless otherwise agreed, TOWN will furnish right-of-entry on Town-owned land for ENGINEER to make any needed borings, surveys, explorations, or field tests. ENGINEER will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damages that may result from ENGINEER’s operations. Any such damage caused by the ENGINEER shall be reasonably repaired/restored to a pre-work/pre-activity condition. This provision does not apply to damages caused by negligence of the ENGINEER or its Subcontractor(s).
- C. Damage to Latent Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information and a review of plans provided by TOWN or TOWN representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any plans provided. If the locations of underground structures are not known or cannot be confirmed, then there will be a degree of risk to TOWN associated with conducting the explorations. The ENGINEER shall be responsible for notifying “Call Before You Dig” for location verification of any and all underground utilities. It is understood that ENGINEER anticipates on relying on as-built plans of the utilities provided by TOWN. ENGINEER shall not be responsible for damages nor restoration of damages resulting from said explorations to structures not noted on said plans.
- D. Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER’s report, unless TOWN advises ENGINEER otherwise. Upon request, ENGINEER will ship or deliver the samples, charges collect, or will store them for TOWN for an agreed storage charge.

E. Ownership of Documents - TOWN acknowledges the ENGINEER's documents, including electronic files, as the work papers of ENGINEER and ENGINEER's instruments of professional services. Nevertheless, the final documents prepared under this AGREEMENT shall become the property of TOWN upon completion of the services and payment in full of all monies due to ENGINEER. Under no circumstances shall the transfer of ownership of ENGINEER's documents, electronic files or other instruments of services be deemed a sale by ENGINEER and ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Reports and other materials resulting from ENGINEER's efforts on this Project are not intended or represented to be suitable for reuse by TOWN or others on extensions or modification of Project or for any other projects or sites. Reuse of reports or other materials by TOWN or others on extensions or modifications of Project or on other sites, without ENGINEER's written permission or adaptation for the specific purpose intended shall be at the user's sole risk, without liability on ENGINEER's part, and TOWN agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse. Any reuse or adaptation of the instruments of service occurring with ENGINEER'S permission shall entitle ENGINEER to further compensation in amount to be agreed upon.

If ENGINEER provides documents in electronic format to TOWN, TOWN agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless for any claims, losses, damages, or costs, including reasonable attorneys fees, arising out of the alteration, misuse or reuse of any electronic documents.

The provisions of Paragraph E. shall not be interpreted to prohibit public access to any studies, information, plans, drawings or any other information deemed available under the State of Connecticut Freedom of Information Act.

F. Standard of Care - In performing ENGINEER's professional services, ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality.

- G. State of Connecticut Requirements - The ENGINEER and TOWN shall be responsible for complying with General Letter 97-1 and all Executive Orders in effect prior to execution of this contract as provided in Attachments "D" and "E".
- H. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, ENGINEER shall provide services in accordance with the Standard of Care; however, ENGINEER assumes no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, ENGINEER makes no warranty that TOWN's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates. If TOWN wishes greater assurance as to any element of Project cost, feasibility, or schedule, TOWN will employ an independent cost estimator, contractor, or other appropriate advisor.
- I. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- J. TOWN will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as TOWN deems appropriate; and render in writing decisions required by TOWN in a timely manner.
- K. This AGREEMENT may be terminated by either party upon ten 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. In addition, TOWN may terminate this AGREEMENT for its convenience at any time by giving written notice to the ENGINEER.

In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred under the AGREEMENT to the date of termination.

SECTION 9 – CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable to any future amendment where Construction Phase Services are added.

- A. The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to TOWN and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- B. ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- C. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to TOWN a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- D. Recommendations by ENGINEER to TOWN for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information,

and belief from selective observations that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact conformity with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to TOWN free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between TOWN and the construction contractors that affect the amount that should be paid.

- E. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project included in the was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

SECTION 10 – DESIGN WITHOUT CONSTRUCTION

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the Project:

- A. It is understood and agreed that the ENGINEER's Scope of Services under this AGREEMENT does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the TOWN or others. The TOWN assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the TOWN waives any claims against the ENGINEER that may be in any way connected thereto due to misinterpretation by others.
- B. In addition, the TOWN agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such

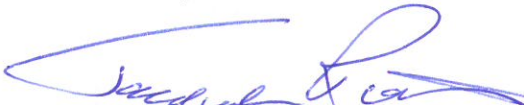
services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made by others to the Contract Documents to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the Consultant.

If the TOWN requests in writing that the ENGINEER provide construction phase services, including construction observation, then an Amendment shall be executed and Section 9 shall apply and Section 10 shall be stricken.

IN WITNESS WHEREOF, TOWN and ENGINEER have caused these presents to be signed by their respective duly authorized representatives for the purpose on the day and year first written above.

In the presence of:

TOWN OF WILTON

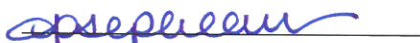

FRANCESCO ROLANDO

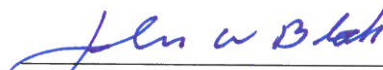


William F. Brennan, First Selectman

In the presence of:

TIGHE & BOND, INC.


Joseph Canas



John W. Block, LS, P.E.
Senior Vice President

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ATTACHMENT A
SCOPE OF SERVICES

Small Town Economic Assistance Program Grant
State Project #161-140, Wilton Train Station Walkway Project # TBD

The general scope of services is to design a pedestrian footbridge and pathway from the Wilton Railroad Station to Wilton Center. ENGINEER shall prepare and submit necessary documents and calculations required to obtain permits and approvals from the Connecticut Department of Transportation (CTDOT), Connecticut Department of Energy and Environmental Protection (CTDEEP), Town of Wilton Inland Wetlands, Metro North Railroad (MNRR) and the U.S. Army Corps of Engineers (USACOE).

The following paragraphs describe the scope of work for the Preliminary Design (PD) Phase. The PD documents will be utilized as the basis of regulatory approvals. The Final Design (FD) Phase of the project will commence upon TOWN's instructions to proceed, and will incorporate regulatory comments.

All work shall be performed in accordance with applicable Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO) Design Specifications and CTDOT guidelines. Designs shall be prepared in English units.

SURVEY

ENGINEER shall retain a surveyor to perform Topographic planimetric survey to an A-2 accuracy to provide horizontal and vertical controls in the vicinity of the Project. The survey will be performed in accordance with CTDOT's Location Survey Manual. The horizontal control for surveying and mapping of the Project will be the Connecticut Coordinate Grid System (CGS) and the vertical control will be based on North American Vertical Datum of 1988 (NAVD88). Two vertical benches and horizontal control points in the project area will be established. Mapping shall be developed at a scale of 1 inch equals 20 feet. ENGINEER shall provide the TOWN with one (1) hard copy of the survey at the specified scale and an electronic copy of CAD file converted to AutoCAD 2007 and ArcView file formats.

Field survey and mapping will be performed to locate significant features including existing roadway, bridge, overhead and underground utilities, drainage structure date (rims, inverts, etc.) fences, signs, and limits of wooded area. Trees larger than 8 inches in diameter (as measured 4 feet above grade) within 20 feet from the edge of pavement will be shown to the nearest 2 inches.

Survey limits will extend from the northeasterly most driveway entrance on Center Street, northerly through the existing parking lot at 10 Center Street (Portofino's), continuing beneath the Route 33 bridge to a point 500 feet north of the upstream face of the bridge. Within these limits, survey coverage will extend between 50 and 150 feet from the edge of the proposed pathway. Please refer to attached sketch showing the survey limits.

The survey shall locate and map Federal and State wetland area limits identified and marked by ENGINEER's Registered Professional Soil Scientist. Research and map existing utilities. Identify and tie monuments, iron pins, or other property markers found during survey so that they can be reestablished, if disturbed, during construction. The topographic survey shall be plotted with 1-foot contour intervals and spot elevations as appropriate.

Map and research existing properties within the survey area. Show the existing roadway right-of-way and property boundary lines and identify owners abutting and within the project area from assessor's records, and locate available mapping for those owners through a search of local map reference books and recent deed references. Map and identify existing easements and rights to the river.

Field survey at the site will consist of locating existing pins or monuments that are readily evident from existing mapping and/or observed in the field.

PRELIMINARY DESIGN

This task involves study, evaluation and analysis of existing site conditions in order to define the project scope and develop a design of the proposed conditions suitable for the permitting and approval process. This phase includes hydraulic design, scour analysis, subsurface investigations, and bridge selection and design. The specific tasks include:

a. **Review Existing Information**

Potential utility conflicts, critical controls and environmental conditions. Coordinate with utility companies.

b. **Environmental Review**

Delineate wetlands and watercourses within the project area by a Professional Soils Scientist in accordance with current State and Federal guidelines. Depict wetland boundaries on the project survey.

Show Regulated Areas on the project drawings in accordance with the Regulated Area definition in Section 2.1.aa of the Town of Wilton Inland Wetlands and Watercourses Regulations.

c. **Hydraulics**

Collect and supplement hydrologic and hydraulic data for the project site and evaluate the floodplain under existing and proposed conditions using the HEC-RAS hydraulic model. ENGINEER shall submit an Engineering Report documenting the design methodology and results, including the hydraulic modeling files, to the regulatory agencies for review.

d. **Scour Analysis**

ENGINEER shall perform a qualitative scour evaluation to evaluate scour potential for the proposed structure and document the analysis and results in the Engineering Report.

e. **Soils and Foundation Investigation**

ENGINEER shall develop a soils investigation program to include field borings and a geotechnical report. The report shall include an evaluation of allowable bearing capacity of soils and/or bedrock, design guidelines for new abutment and wingwall foundations, embankments, scour protection, and general construction recommendations. The provided services will include:

1. A visit site to identify soil types and rock outcrops and review available existing soils data.
2. Development of a subsurface investigation and soil sampling program. ENGINEER shall retain a subcontractor to perform one (1) boring to a minimum depth of 40 feet shall be taken at each abutment location, for a total of two (2) borings under this scope. Additional borings may be taken provided that the borings can be accomplished within the two day time frame the driller has quoted for all borings.
3. ENGINEER's staff to technical monitor the driller's field operations.
4. Review and evaluate boring logs and prepare Preliminary Geotechnical Report based on proposed footbridge location.

f. **Preliminary Design Plans**

ENGINEER shall develop plans showing the preliminary horizontal and vertical geometric layout of the proposed footbridge alignment and walkway. Prepare a cross section of the proposed crossing, and typical cross sections of the proposed walkway, with a minimum of one cross section on each side of the river.

ENGINEER's design plan shall also include grading, walkway dimensions, surface treatments, slope treatments, and proposed amenities.

ENGINEER shall prepare preliminary design plans for the proposed bridge structure and abutments.

In consultation with the TOWN, ENGINEER shall use the TOWN's selected lighting fixtures to prepare lighting plan showing location of proposed fixtures, wiring diagrams, schedules and electrical details. Coordinate gas and electric service connection points with Eversource.

ENGINEER shall prepare details of site items.

ENGINEER shall prepare sediment and erosion control plans, notes, narrative and details.

ENGINEER shall prepare landscape plan showing the planting design, and itemized plant list, walkway surface and landscaping details and hardscape features such as sitting benches, lighting fixtures, bicycle storage racks and directional and interpretative signage, where appropriate.

g. **Preliminary Engineering Report**

ENGINEER shall prepare a Preliminary Design report summarizing the results of the environmental review, hydraulics & scour analysis, soils and foundation analysis, bridge design and overall project design.

The report shall include a summary of the following:

1. Existing conditions and background data.
2. Preliminary hydraulics and scour analysis and conditions as they relate to the proposed structures.
3. TOWN and CTDOT bridge classifications and resulting design criteria relating to bridge width, horizontal & vertical alignment.
4. Proposed substructure & footbridge evaluation, conclusions and recommendations.
5. Summary of right of way impacts
6. Summary of potential design exceptions.
7. Preliminary opinion of probable construction cost
8. Meetings

h. **Meetings**

The following meetings are included:

One kick-off meeting with the Town

One progress meeting to select bridge structure type and discuss design progress

One pre-application meeting with the Town of Wilton Inland Wetlands

One pre-application meeting with CTDEEP in Hartford.

One pre-application meeting with CTDOT at the site.

One meeting with Eversource at the site to discuss electrical power service connections and structural and design accommodations for future gas line crossing.

PERMITTING

Provide graphics to assist Town officials in presenting the project to the Board of Selectmen for approval.

Attend two meetings of the Inland Wetlands Commission. Provide one set of written responses to staff comments.

Prepare an application for a CTDEEP Floodplain Management Certification and 401 Water Quality Certification. Provide one set of written responses to staff comments.

Prepare an application for a USACOE Connecticut General Permit. Provide one set of written responses to staff comments.

During the design phase, ENGINEER shall coordinate with the CT-DOT Office of Maintenance to ensure design is acceptable for an Encroachment Permit. ENGINEER shall obtain written authorizations from CT-DOT and/or other State agencies, indicating that final plans are acceptable for contractor to apply for Encroachment Permit. Authorization and approved documents shall be provided to the Contractor by the ENGINEER prior to the advertising and awarding of any contract bid.

FINAL DESIGN

The final design shall include the following components:

a. Final Design Plans

Finalize grading, walkway layout, landscape and lighting plans, including cross sections and profiles, incorporating regulatory approval comments.

Refine the structural drawings of the bridge.

Provide final details for work items

Finalize sediment and erosion control plans, notes, narrative and legend.

In consultation with the TOWN, ENGINEER shall prepare a signage plan for the walkway. The TOWN will provide graphic standards.

b. Specifications

ENGINEER shall prepare technical specifications, special provisions for the walkway, bridge, and related construction, and bid form. The TOWN will provide front end specifications.

c. Opinion of Probable Construction Cost

Provide updated opinion of probable construction cost.

d. Meetings

One kick off meeting with the TOWN.

One design meeting with the TOWN.

CONSTRUCTION ADMINISTRATION

These services are NOT part of this AGREEMENT and will require an Amendment hereto.

ASSUMPTIONS AND EXCLUSIONS

1. Public information meetings are excluded.
2. The following are not included in the basic services proposal, and if required may be provided to the TOWN by ENGINEER at additional cost by way of written amendment:
 - a. Phase I Environmental Site Assessment
 - b. Preparation of phased construction documents
3. Additional meetings beyond those outlined in the scope of work described above.
4. Meetings with TOWN staff are limited to the number of those identified in the scope of work. ENGINEER has assumed that these meetings would take place in Wilton, and not exceed one hour in length.
5. Parking and traffic studies are excluded.
6. ENGINEER will provide drawings and support for the CTDOT Encroachment permits. The

Contractor is required to obtain these permits based on drawings prepared by ENGINEER and approved by CTDOT.

7. Permitting fees are excluded.
8. Building department submissions are excluded. ENGINEER has assumed that the contractor will be responsible for obtaining local building permits, if required.
9. ENGINEER has assumed that ENGINEER will prepare the technical specs and the bid form, while the TOWN will prepare the front-end specifications, including, but not limited to insurance requirements, general conditions, and supplemental conditions.
10. ENGINEER has assumed that the TOWN will compile lists of property abutters for all permit applications.
11. Preparation of Environmental Impact Evaluations are excluded.

ATTACHMENT B

SCHEDULE

Wilton Station Pedestrian Walkway
Wilton, Connecticut

Months After Authorization

1 2 3 4 5 6 7 8 9 10 11 12

Task

Kick-Off Meeting

Survey

Wetlands Delineation

Subsurface Explorations

Design Development

Pre-Application Meetings

Board of Selectmen Approval

Wilton Inland Wetlands

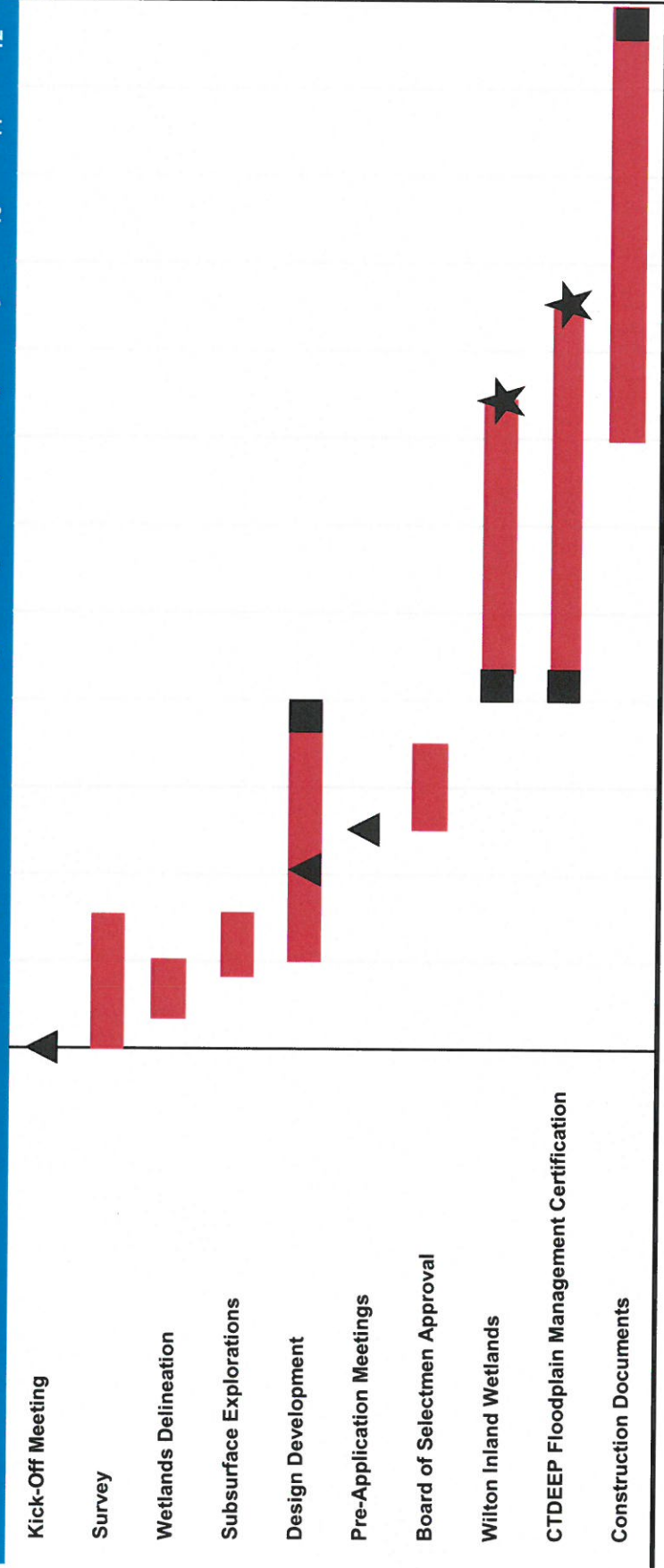
CTDEEP Floodplain Management Certification

Construction Documents

▲ Meetings

■ Deliverables

★ Permit/Approval



ATTACHMENT C

SAMPLE INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AD

DATE (MM/DD/YYYY)

04/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional Ltd.-TM 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Thomas M. Mullard		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TIGHE-1		FAX (A/C, No):	
INSURED Tighe & Bond, Inc. Engineering Services in NY provided by T&B Engineering, P.C. 53 Southampton Road Westfield, MA 01085		INSURER(S) AFFORDING COVERAGE			NAIC # 37885
		INSURER A : XL Specialty Insurance Co.			
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Prof., Environ.			DPR9722853	04/14/2015	04/14/2016	Per Claim	3,000,000
A	& Pollution Liab.			RETRO4/1/1984 DED 100,000			Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER**CANCELLATION**

PROPO-1 For Proposal Use Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: AD

DATE (MM/DD/YYYY)

04/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional Ltd.-TM 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Thomas M. Mullard		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TIGHE-1		FAX (A/C, No):	
INSURED Tighe & Bond, Inc. Engineering Services in NY provided by T&B Engineering, P.C. 53 Southampton Road Westfield, MA 01085		INSURER(S) AFFORDING COVERAGE			
		INSURER A : Travelers Indemnity Co.		NAIC # 25658	
		INSURER B : Charter Oak Fire Ins. Co.		25615	
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
B	GENERAL LIABILITY			680-5310L272 INSURANCE IS PRIMARY	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
										\$
A	AUTOMOBILE LIABILITY			BA6D975982 MA BA6D980470 CT, NH	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS						\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		UP-7323Y492	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000			
	DEDUCTIBLE						Follow \$			
	RETENTION \$						Form \$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5884Y644 CT, MA, NH UB5884Y644	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
A	Business Owners			680-5310L272	10/01/2014	10/01/2015	Valuable Papers 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Use Only PROPO-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ATTACHMENT D

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: **Contract Fees for Architects, Engineers and Consultants on State Projects**

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals -Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Nerney, Robert

From: Pfaffinger, Jeffrey [Jeffrey.Pfaffinger@ct.gov]
Sent: Wednesday, March 25, 2015 1:04 PM
To: Nerney, Robert
Cc: Thurkettle, Tom; Fascitelli, Jennifer; Brennan, Bill
Subject: RE: STEAP Grant - Town of Wilton / Wilton Train Station Walkway Project - State Project 161-140

Hi Bob,

General letter 97-1 is still in effect, and it has not been updated for inflation. That wage limitation applies only to engineering principals and does not apply to the engineers that will be doing the vast majority of the design work. I've had it explained to me like this: the engineering principal is responsible for bringing business to the firm and shouldn't be very involved (if at all) in the design of the projects that he brings in. They are typically highly paid and have some sort of profit sharing element to their salaries. Since profit is built into the design contracts, any hours that they charge to the project they would essentially be getting paid twice for; once hourly and once for profits. General letter 97-1 was instituted (well before my time) because someone thought firms were taking advantage of the system by having their highest paid employees charge more hours than necessary to projects; artificially inflating the cost of the contract. This was put in place to prevent that.

This only applies to State funded programs such as STEAP. As a point of reference; on one of the Federal aid projects I am working on as the 'Project Engineer' I have charged close to 350 hours so far to the project. My direct supervisor, the 'Project Manager', has charged around 60 hours and our 'Principal Engineer' has only charged 2 hours.

Hope that all made a little sense...

Jeff

From: Nerney, Robert [mailto:bob.nerney@WILTONCT.ORG]
Sent: Monday, March 23, 2015 2:37 PM
To: Pfaffinger, Jeffrey
Cc: Thurkettle, Tom; Fascitelli, Jennifer; Brennan, Bill
Subject: RE: STEAP Grant - Town of Wilton / Wilton Train Station Walkway Project - State Project 161-140

Hi Jeff,

Thanks for getting back to me. Absolutely..... once complete, I will forward a draft contract to you for Conn-DOT review and approval. The contract document will incorporate by way of addendum a detailed "Scope of Work" schedule. This will be done prior to any execution by the Town and consultant. Once a contract has been memorialized, our thought is to direct the consultant to begin scoping discussions with relevant departments at Conn-DOT, CT-DEEP and U.S. Army Corps of Engineers.

You had asked about the consultant fees. Though these fees have yet to be negotiated, it is our expectation that fees outlined in the contract will approximately align with those fees initially outlined in the grant submittal. However, this does lead to a question concerning the requirements of the grant. The grant is predicated upon meeting the terms and requirements of General Letter 97-1 which is a 1996 OPM memo that sets forth maximum wages for engineering principals. Has this document been updated? The listed wages appear to reflect those established nearly 20 years ago; creating a scenario whereby it may be difficult if not impossible to negotiate a contract given current-day prevailing wages. To be on the safe side, it might be prudent to discuss this issue with others at Conn-DOT so that we're all in agreement.

ATTACHMENT E

1. Executive Orders

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

32-5043-0-P008
May 26, 2022

Frank Smeriglio, PE
Director of Public Works
Town of Wilton
238 Danbury Road
Wilton, Connecticut 06897

Re: **Construction Engineering Services
Wilton Station Pedestrian Walkway
Wilton, Connecticut**

Dear Mr. Smeriglio:

Tighe & Bond has prepared this proposal for construction observation services for the Wilton Station Pedestrian Walkway. We have set up different options for budgeting purposes depending upon the level of coverage the Town desires.

Basic Services. These services include desktop review and approval of contractor shop drawings, office support for field personnel and drawing clarification, and review of contractor payment requisitions and change orders. These services are necessary no matter the level of field representation the Town chooses.

Construction Observation. A Tighe & Bond or A. DiCesare Associates staff engineer or construction observer would visit the site on an as-needed basis. We would require a two-week look-ahead from the Contractor to evaluate upcoming needs and to best manage the Construction observation budget to cover the most critical portions of construction.

Scope of Services

Basic Services

1. Review contractor shop drawings for conformance with the design plans and specifications and maintain a shop drawing log.
2. Respond to Contractor questions during construction; Review and approval of requests for monthly and final payments to the contractor; Review, comment and process contract change orders, if necessary.
3. Prepare supplementary sketches required to adapt to field conditions (if necessary).

Part Time Construction Observation

The part-time construction observation option involves a staff engineer or construction observer from Tighe & Bond or A. Dicesare Associates visiting the site on an as-needed basis, inclusive of travel time to observe the progress of the construction and compare the construction to the approved plans. Tighe & Bond would observe site work, sediment and erosion controls, and storm drainage work, while A. DiCesare Associates staff would be focused on the bridge itself.

The part-time construction observation services would provide approximately 8 to 10 hours of coverage per week, but would be flexible based upon the schedule of the project to provide more or less coverage per week. We would require a two-week look-ahead from the Contractor to evaluate upcoming needs and to best manage the Construction observation budget to cover the most critical portions of construction.



1. Observation services throughout the construction period for monitoring adherence of the construction to the contract requirements. Visits to occur on an as-needed basis, and would be scheduled based upon the Contractor’s projected activity for the week.
2. Spot review and field checking of the contractor's shop and working drawings, and comparing them with the approved plans, which will include the review of laboratory, shop and mill test reports and certificates for materials and equipment as required. Evaluate material substitutions proposed by the Contractor.
3. Preparation of observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site. We have assumed recordkeeping would be in CTDOT’s four-book format.
4. Prepare a photo log of existing conditions as well as construction activities observed.
5. Complete final review of the completed construction and prepare a punch list on noted/observed deficiencies, corrective actions required, and recommendations for final acceptance of the project.

It should be understood that it is not the intent of this section of the AGREEMENT to provide supervisory personnel for the construction contractor.

Fee

We estimate the following effort for the construction engineering services as further detailed below. Tighe & Bond will conduct the work on an hourly basis plus expenses.

Basic Services

TASK	TIME	POSITION	RATE	FEE
Shop drawing review – Tighe & Bond	20 hours	Project Engineer	\$143/hour	\$2,860
	6 hours	Project Manager	\$217/hour	\$1,302
Attend meetings	20 hours	Project Manager	\$217/hour	\$4,340
Shop drawing review – A. Dicesare Associates	40 hours	Project Engineer	\$165/hour	\$6,600
Expenses - Travel				\$500
BASIC SERVICES ESTIMATED FEE				\$ 15,402

Part-Time Construction Observation

TASK	TIME	POSITION	RATE	FEE
Construction	50 hours	Staff Engineer	\$118/hour	\$ 5,900
Administration – Tighe & Bond	70 hours	Project Engineer	\$143/hour	\$ 10,010
	30 hours	Project Manager	\$217/hour	\$ 6,510
Construction	15 hours	Principal	\$250/hour	\$ 3,750
Administration – A. Dicesare Associates	35 hours	Project Engineer	\$165/hour	\$ 5,775
Construction Administration – Tighe & Bond	24 hours	Staff Engineer	\$118/hour	\$ 2,832
	120 hours	Project Engineer	\$143/hour	\$ 17,160
	10 hours	Project Manager	\$217/hour	\$ 2,170



Construction	10 hours	Principal	\$250/hour	\$ 2,500
Administration – A. Dicesare Associates	140 hours	Project Engineer	\$165/hour	\$ 23,100
Expenses				\$2,000
PART-TIME CONSTRUCTION SERVICES ESTIMATED FEE				\$ 81,707

Laboratory Services Allowance

We also have included a laboratory services allowance of **\$20,000**.

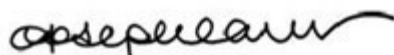
Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$117,109. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company’s standard billing rates. “Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent” In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

Authorization

We would be prepared to provide the services outlined above on the basis of your execution of the acceptance statement on a copy of this letter to indicate your approval of the scope of work, budget, and method of payment described above.

Sincerely,

TIGHE & BOND, INC.



Joseph Canas, PE, LEED AP, CFM
Project Manager

John W, Block, PE, LS
Senior Vice President



**FIRST AMENDMENT TO AGREEMENT
FOR ENGINEERING SERVICES**

This First Amendment to Agreement for Engineering Services (the “First Amendment”) is dated as of June 6, 2022 (the “Effective Date”) by and between **TIGHE & BOND, INC.**, a Massachusetts corporation (the “Engineer”), and the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”).

RECITALS

- A. Engineer and the Town entered into an Agreement for Engineering Services dated June 15, 2015 (the “AFES”) for the performance of professional engineering services related to the Wilton Station Pedestrian Walkway (the “Project”).
- B. The AFES contemplated that the Engineer’s scope of work would be limited design services and that an amendment to the AFES would be required if the Engineer’s scope of work were to be expanded to include construction phase services.
- C. The design phase of the Project being completed, the Town and Engineer now desire to expand the Engineer’s scope of work to include construction phase services.

NOW THEREFORE, Engineer and the Town agree as follows.

1. Services by Engineer. The definition of “Services” is expanded to include the construction phase services described in the Engineer’s *Proposal for Construction Engineering Services Wilton Station Pedestrian Walkway* dated May 26, 2022, a copy of which is attached hereto as Schedule A-1. In the event of an inconsistency between Schedule A-1 and this First Amendment, this First Amendment shall control.

2. Compensation. *The following is added to the AEFS as new Section 2(B):* The Engineer will be entitled to be compensated for the construction phase services in accordance with the fee schedule on Page 2 and Page 3 of Schedule A-1, provided that the Engineer’s fee for Basic Services (as described in Schedule A-1) shall not exceed \$15,402 and the Engineer’s fee for Part-Time Construction Observation (as described in Schedule A-1) shall not exceed \$81,707.

3. Insurance. *Section 6 of the AEFS is deleted in its entirety and replaced with the following:*

A. The Engineer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the following insurance coverages covering the Engineer and all of its agents and employees and shall name the Town as Additional Insured on a primary and non-contributory basis to the Engineer’s Commercial General Liability insurance policy. 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.

- 1. Workers’ Compensation:
 - a. Statutory Coverage.
 - b. Employer’s Liability.

- c. \$500,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee.
 - 2. Commercial General Liability:
 - a. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - b. Limits of Liability for Bodily Injury and Building Damage
 - i. Each Occurrence \$1,000,000.
 - ii. Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each Project).
 - c. A Waiver of Subrogation shall be provided.
 - 3. Automobile Insurance:
 - a. Including all owned, hired, borrowed and non-owned vehicles.
 - b. Limit of Liability for Bodily Injury and Building Damage:
 - i. Per Accident \$1,000,000.
 - 4. Umbrella Liability:
 - a. Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 - 5. Errors and Omissions Liability or Professional Services Liability:
 - a. Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$5,000,000 each occurrence or per claim.
 - b. The Engineer agrees to maintain continuous professional liability coverage for the entire duration of this Project and for seven (7) years beyond substantial completion of the Project. If the Engineer does not maintain continuous coverage, the Engineer shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.
- B. The insurance policies described in Section 6(A) 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 First Amendment and, upon request of the Town, 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 Commercial General Liability and Automobile Insurance 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.
- C. Except to the extent otherwise specifically authorized by the Town 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 Town, 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 Town as an additional insured. The Commercial General Liability and Automobile Insurance 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.

4. Miscellaneous.

(a) Except as herein altered, modified or amended, all other terms, covenants and conditions set forth in the AFES, as amended by this First Amendment, shall remain the same and shall be binding upon and enforceable against Engineer and the Town in accordance with their terms.

(b) Unless otherwise indicated above, all capitalized words and phrases in this First Amendment shall have the meanings ascribed to them in the AFES.

(c) This First Amendment 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 First Amendment. The parties agree that this First Amendment may be transmitted between them by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this First Amendment. The parties intend that faxed, PDF, or electronic signatures constitute original signatures and that a First Amendment containing the signatures (original, facsimile, PDF, 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.

{This space intentionally left blank. The next page is the signature page.}

WHEREFORE, the Town and Engineer have entered into this First Amendment as of the Effective Date.

TOWN OF WILTON

By: Lynne Vanderslice
Its: First Selectwoman

**ENGINEER:
TIGHE & BOND, INC.**

By:
Its:

{Signature page to First Amendment to Agreement For Engineering Services}