

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

AGENDA

OSWEGATCHIE FIRE STATION BUILDING COMMITTEE

March 18, 2025

Oswegatchie Fire Station

2nd Floor Meeting Room

6:30 PM

1. Call to order
2. Pledge of Allegiance
3. Public comment
4. Opening remarks
5. Review and Approve March 4th Meeting Minutes
6. Invoice Payments
 - a. Approve Silver Petrucelli & Associates invoice
7. Old Business
8. Current Business
 - a. Traffic Light Update
 - b. Design Development Update
 - c. Schedule
9. New Business
10. Confirm Next Meeting Date and Objectives

II. Adjournment

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

Oswegatchie Fire Station Building Committee Meeting

March 18, 2025

Meeting called to order at 6:32pm

Pledge of Allegiance

Members Present: Robert Tuneski, Jennifer Bracciale, Rocco Bracciale, Wayne Gilpin, Ted Olynciw, Richard Muckle, Paul Rafuse, Guy Russo, Matthew Blankenship

Guests: Mike Smith, Eric Cantar, Atty Nick Kepple

- Public Comment: None
- Opening Remarks: B. Tuneski would like to change our first Tuesday of the month meeting because M. Blankenship cannot make those meetings. Recording secretary will look into the option of holding the meeting on another night.
- Approval of meeting minutes:

MOTION by T. Olynciw, second by W. Gilpin to accept the 3/4/25 meeting minutes.

FOR: B. Tuneski, J. Bracciale, R. Bracciale, W. Gilpin, R. Muckle, P. Rafuse, G. Russo, T. Olynciw

ABSTAIN: M. Blankenship

- Approval of invoices:

MOTION by G. Russo, second by P. Rafuse to add an agenda item under invoices of Downes invoice.

FOR: Unanimous

MOTION by T. Olynciw, second by G. Russo to pay the SPA invoice for \$6,400.00. (Attachment 1)

FOR: Unanimous

MOTION by T. Olynciw, second by P. Rafuse to pay the Downes Construction invoice for \$6,320.00. (Attachment 2)

FOR: Unanimous

- **Old Business:**

T. Olynciw provided an email with questions: (Attachment 3)

Follow-up answers:

- 1 – The RFP was sent to S. Smith. He recommended going with Mystic Air Quality. The contract will be awarded to Mystic Air Quality for \$4,950.
- 2 – Report for geotech borings have about a 2-3 week turnaround time. Hope to have next week.
- 3 – Planning & Zoning meeting was cancelled and rescheduled for 3/25/25. The Design Review Board meeting occurred 3/11/25 and the board gave their full approval.
- 4 – Director of Finance handled the Insurance Certificates.
Per E. Cantar copies of the certificates were forwarded to B. Tuneski.
P. Rafuse indicated the Director of Finance is the Risk Manager, therefore would receive all certificates.
- 5 – S. Smith provided an initial list of soft costs to the committee. (Attachment 4)
Brief explanations of some of the items:
 - a. RFP material testing will have to go out
 - b. A Commissioning Agent is not 100% necessary but most projects bring one onboard.
 - c. Who will be moving things from the old building to the new building?
 - d. Technology - Data rack, punch down cabinet, etc.
 - e. Special communications – i.e., communications antenna
 - f. FF&E – E. Cantar's team is designing which will then have to go out to bid
 - g. Already had Environmental Assessment done
 - h. Property Survey – done by Langan Engineering
 - i. Hazmat Testing – Mystic Air Quality
 - j. Traffic study – May be included in the traffic light design
 - k. OPM fee is Downes' fees

S. Smith will give this list to Purchasing Agent to begin populating fees.

G. Russo once the bid is received we will there be a construction contingency line. S. Smith stated there will be a line item for contingency.

- 6 – Downes estimate - Bi-fold garage doors = \$30,900/door vs. roll-up doors = \$9,785/door.
Total of \$92,700 vs. \$29,355

- **Current Business:**

- a. Traffic Signal Proposals: B. Tuneski asked that the committee wait for the proposal the Director of Fire Services is to provide and then make a decision. E. Cantar broke out cost difference between the two proposals currently provided. There are some slight differences in the verbiage but are essentially the same services.

Langan: 1st Phase Construction Documents = \$67,500

Construction Administration = \$20,000

Justification for cost is with the DOT correspondence there can be 8-10 rounds of comments on the design.

Benesch: 1st Phase Traffic signal design = \$32,000

Construction Administration = \$10,000

Another layer of correspondence for Benesch would be communication/coordinating with Langan who has already done the study.

Due to the extreme cost differences, E. Cantar will ask Benesch for clarification of their estimates.

Action should be taken on this item as soon as the next meeting so the design could be progressed sufficiently to get an estimate of an actual cost. This cost estimate would be included in the overall cost to be able to present to the RTM

- b. Construction Documents are in process. E. Cantar explained this step is figuring how the building is going together, what the components are, how things will be fastened and assembled. E. Cantar met with the sub-committee to begin discussions on items such as gear washer and dryer and other items. The end users in the sub-committee have a make and model in mind. This factors into the MEP systems layout.
 - c. Schedule – E. Cantar stated the station alert system is a separate scope of work from the building but would like to accommodate any future installments after completion of the building. He emailed Director of Emergency Management regarding the weight of the antenna but has not yet received a response. S. Smith indicated RTM approval is a critical item on the schedule. Plan to present bonding resolution letter to the RTM, based on having best available cost estimates, B. Tuneski expects to occur at the June meeting.
- New Business: None
 - The next meeting is scheduled for 4/1/25 at 6:30pm. Objective for this meeting would be the selection of a traffic design company

MOTION by R. Muckle, second by J. Bracciale to adjourn.

FOR: Unanimous

Meeting adjourned at 7:30pm

Respectfully submitted by:

Linda Finnegan, Recording Secretary



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
 311 STATE STREET NEW LONDON CT 06320
 203 230 9007 silverpetrucelli.com

Town of Waterford
 Linda Finnegan
 15 Rope Ferry Road
 Waterford, CT 06385-2886

Invoice number 25-1732
 Date 03/01/2025

Project 23.352 Waterford - Oswegatchie Fire Station

Professional services through February 28, 2025.

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Schematic Design Phase	66,200.00	100.00	66,200.00	66,200.00	0.00
Design Development	110,344.00	95.00	104,826.80	104,826.80	0.00
Construction Document Phase	286,000.00	0.00	0.00	0.00	0.00
Bid Phase	22,000.00	0.00	0.00	0.00	0.00
Construction Administration	132,000.00	0.00	0.00	0.00	0.00
Allowances - Traffic Engineering	42,500.00	0.00	0.00	0.00	0.00
Allowances - Geotechnical Borings	35,000.00	17.14	6,000.00	0.00	6,000.00
Allowances - Hazardous Material Testing	25,000.00	0.00	0.00	0.00	0.00
Allowances - Boundary Survey & Wetland Delineation	15,000.00	100.00	15,000.00	15,000.00	0.00
Allowances - High Performance Buildings	25,000.00	0.00	0.00	0.00	0.00
Total	759,044.00	25.30	192,026.80	186,026.80	6,000.00

Invoice subtotal 6,000.00

Fire Protection Design/Consulting 400.00

Invoice total 6,400.00

APPROVED FOR PAYMENT

PURCH. ORDER # 250586 FY 25

VENDOR # 1738

ACCT# Close \$ PO

ACCT# \$

ACCT# 20523-57792 \$ 6,400.00

ACCT# \$

DATE 3-20-25

APPROVED BY

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Current Billed
Schematic Design Phase	66,200.00	66,200.00	66,200.00	0.00
Design Development	110,344.00	104,826.80	104,826.80	0.00
Construction Document Phase	286,000.00	0.00	0.00	0.00
Bid Phase	22,000.00	0.00	0.00	0.00
Construction Administration	132,000.00	0.00	0.00	0.00
Allowances - Traffic Engineering	42,500.00	0.00	0.00	0.00
Allowances - Geotechnical Borings	35,000.00	6,000.00	0.00	6,000.00
Allowances - Hazardous Material Testing	25,000.00	0.00	0.00	0.00
Allowances - Boundary Survey & Wetland Delineation	15,000.00	15,000.00	15,000.00	0.00
Allowances - High Performance Buildings	25,000.00	0.00	0.00	0.00
Fire Protection Design	0.00	400.00	0.00	400.00
Total	759,044.00	192,426.80	186,026.80	6,400.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25-1600	02/01/2025	60,689.20		60,689.20			
25-1732	03/01/2025	6,400.00	6,400.00				
Total		67,089.20	6,400.00	60,689.20	0.00	0.00	0.00

Approved by:

David J. Stein
 Project Manager

Invoice Summary

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Bid Phase	22,000.00	0.00	0.00	0.00
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Total		67,089.20	6,400.00	60,689.20	0.00	0.00	0.00

Approved by:

David J. Stein
 Project Manager



DOWNES

CONSTRUCTION

200 Stanley Street
New Britain, CT 06050
860-229-3755

DUE FOR PAYMENT

PURCH. ORDER #	250587	FY	25
VENDOR #	3065		
ACCT#	Close PO		
ACCT#	\$		
ACCT#	20523-57792	\$	6,320.00
ACCT#	\$		
APPROVED BY	3-20-25		
	DATE		

DATE: March 31, 2025
INVOICE ID: 25010552002
INVOICE NUMBER: 002

Invoice To:

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Send Payment To:

Downes Construction Company, LLC
200 Stanley Street
New Britain, CT 06050
Attn: Accounting

CONTRACT ID: 25-01-0552
Oswegatchie Fire House

CUSTOMER ID: WATERFORD
PO #:

LOCATION:

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice	Balance to Finish
1000	Preconstruction	77,930.00	44.79 %	34,905.00	28,585.00	6,320.00	43,025.00
1010	Construction	213,720.00					213,720.00
1020	Reimbursables	10,000.00					10,000.00
Total		301,650.00	11.57 %	34,905.00	28,585.00	6,320.00	266,745.00

Contract Summary

Original contract amount	301,650.00
Approved changes	0.00
Revised contract amount	301,650.00
Invoiced to date	34,905.00
Remaining to invoice	266,745.00

Percent billed	11.57 %
Retainage balance	0.00

Submitted by:

Blaze A Estrada

 01/16/25, signed by Blaze A Estrada
 Job: 00000000000000000000000000000000
 01/16/25, signed by Blaze A Estrada
 Date: 2025-03-31 15:16:00

Date:

03-31-2025

To: Oswegatchie Fire House Building Committee

From: Ted Olynciw

Date: 3/17/2025

Re: Old Business Items

1. Pre-Demo Environmental Survey – status
2. Soil Boring – status
3. P & Z – Results regarding the site plans
 _ Results regarding the Architectural Review Board
4. Previous meeting minutes – D. Stein asked who should be listed on the Insurance Certificate?
 - A. Have we received certificates from the Architect, PM, and soil boring contractor, soil scientist, surveyor, etc.
 - B. Who is the keeper of contracts, insurance certificates?
5. Soft Costs
6. Remind me what the cost of the 3 bi-fold garage doors is versus 3 roll-up doors



Oswegatchie Fire Station
Waterford CT

Potential Soft Costs Review List

Construction	Materials Testing & Inspections
Construction	Commissioning Agent
Construction	Moving Services
Construction	Technology - data switches/servers etc.
Construction	Technology - special communications
Construction	FF&E, furniture and appliances
Construction	Builders Risk insurance
Design	A/E Design fee
Design	Environmental Assessment
Design	Property Survey
Design	HAZMAT Testing
Design	Traffic study
Design	Subsurface exploration (borings)
Design	P&Z/Conservation review fees
Funding	Insurance/bonding costs
OPM	OPM fee
Procurement	Town procurement costs/staff
Procurement	Legal Fees
Property	Appraisal fee
Property	Purchase property
Property	Legal Fees



Technical Excellence
Practical Experience
Client Responsiveness

19 February 2025

David Stein
Principal
Silver/Petrucci + Associates, Inc.
3190 Whitney Avenue
Hamden, Connecticut
dstein@silverpetrucci.com
Via email

**RE: Professional Traffic Engineering Consulting Services
Oswegatchie Fire Station
441 Boston Post Road
Waterford, Connecticut
Langan Project No.: 140286500**

Dear Mr. Stein:

We are pleased to submit this proposal for traffic engineering consulting services for the above referenced project. Specifically, this proposal covers traffic engineering services for the replacement of the fire station traffic signal associated with the new Oswegatchie Fire Station project. Our scope of our services is outlined below:

SCOPE OF TRAFFIC ENGINEERING SERVICES

1. Construction Documents

Encroachment Permit Preparation and Submission

The project will require traffic signal replacement to the existing signal at the fire station driveway. Additionally, off-site roadway improvements may be required pending the final site plans. Any improvements on the state highway system require review and approval from the Connecticut Department of Transportation (CTDOT) divisions of Traffic and Drainage Engineering in Newington, in addition to the issuance of an encroachment permit from the District 2 office of the CTDOT. All plans and specifications will be prepared in accordance with Waterford and CTDOT requirements and specifications.

Any proposed construction work within the CTDOT R.O.W. requires an encroachment permit from one of the CTDOT District Offices. As Route 1 is a state road, Langan would prepare a submission to the district office for the pursuit of the encroachment permit and coordinate with the office for the issuance of that permit. Langan would assist in the preparation of encroachment permit documents and meet with CTDOT to coordinate construction. We will prepare the following documents as part of the encroachment permit submission to CTDOT:

- Traffic signal plans

- Detailed roadway plans
- Construction specifications and special provisions
- Clearance interval calculations
- Time-space diagram calculations
- Span wire sag calculations

Note that the selected contractor would be ultimately responsible for pulling the encroachment permit, which would include any permit fees, bonds and insurance requirements. Langan will coordinate with CTDOT and the selected contractor to secure an approved construction plan set that the contractor can then pull the encroachment permit with.

Encroachment Permit Response to Comments

Langan will review comments prepared by the CTDOT District office and response with revised documents. We have included scope for up to four (4) rounds of comments. The final scope of any potential off-site improvements and CTDOT requests are unknown at this time. Should the number of rounds of comments from CTDOT exceed the four rounds, we will notify you in writing and provide an updated scope and fee to cover the additional scope of work.

Assumptions

As the impact to traffic signal equipment will largely be dependent on the proposed site design, the level of effort is not known at this time. We will coordinate with you in the schematic design (SD) phase to provide feedback on the traffic impacts before moving into design development phase (DD) and construction documents (CD).

It is assumed that a new traffic signal will be required on Route 1 that is activated during an emergency call. The existing signal is expected to be removed and a new signal installed per the final approved site plan. Any work on a state road will require an encroachment permit, which is typically a 6 to 9-month approval process with subsequent construction. Should the level of effort be different than expected in this scope/fee, we would re-evaluate and provide an updated proposal. An encroachment permit includes all work within the state roadway, including driveways, sidewalks, and all traffic signal work.

We assume the selected traffic signal contractor will provide structural calculations for the selected span pole arrangement.

We assume full traffic study is not required for city permitting.

We assume OSTA MTG permitting is not required.

We assume SD and DD scope/fee is included under separate cover.

2. Construction Administration

We will review submittals and requests for information (RFIs) from the construction team in accordance with the encroachment permit approval. We will coordinate with CTDOT for record copies of these plans and submittals. We have included scope for two (2) on-site

coordination meetings with the contractor and CTDOT. The final scope of any potential off-site improvements is unknown at this time. An updated scope and fee may be required depending on the final scope of the off-site work.

SCHEDULE OF ESTIMATED FEES:

1. Construction Documents

Encroachment Permit Preparation and Submission	\$ 42,500
Encroachment Permit Response to Comments	\$ 25,000

2. Construction Administration **\$ 20,000**

Total Traffic **\$87,500**

Reimbursables \$500

Reimbursable expenses will be itemized separately. They include, but are not limited to: mileage, City mapping fees, and express mailings.

The above fees are estimated based on our knowledge of the work effort anticipated. Langan will notify your office in writing of additional services if it is necessary to exceed these estimated fees.

CONDITIONS AND EXCLUSIONS

This proposal does not include the following services:

- Video or manual turning movement and classification counts
- 24-hour ATR tube counts
- Intersection capacity analysis/intersection simulation modeling
- Traffic management plans
- CTDOT OSTA AD/MTG permitting
- Maintenance and Protection of Traffic (MPT) plans
- Any service/task not specifically described in our scope is excluded from this proposal.

Langan shall provide the necessary copies of all documents to the client for submission and distribution. A copy of our General Terms and Conditions and Supplemental Terms and Conditions are attached hereto and are an integral part of this proposal.

CLOSURE

Should this proposal meet your approval, we can begin work immediately. Please sign the authorization below and return the original to our office. We appreciate the opportunity to work with your office. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us.

Sincerely,

Langan CT, Inc.



Christopher McLean, PE
Project Engineer



Daniel S. Clarey, PE
Senior Engineer

\\Langan.com\data\NH\data5\140286501\Management\Proposals\CD-Bid\Oswegatchie Fire Station - Langan Scope and Fee Letter-Traffic CD.docx

Enclosures: General Terms and Conditions
Supplemental Terms and Conditions

AUTHORIZATION:

Receipt of this proposal, including the General Terms and Conditions and Supplemental Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

**Re: Langan CT, Inc.
19 February 2025
Professional Traffic Engineering Consulting Services
Oswegatchie Fire Station
441 Boston Post Road
Waterford, Connecticut
Langan Project No.: 140286500**

Company: _____ (**"Client"**)

By/Title: _____

Signature: _____

Date: _____

Langan CT, Inc. will be the contracting entity for this proposed work. All of the work will be performed by Langan Engineering and Environmental Services, LLC, which will contract to Langan CT, Inc.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.; or Navix Engineering, LLC; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT 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. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN's participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Supplemental Terms and Conditions

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.55 per mile. Sampling vans are billed at daily rates plus mileage.

TERMS

Invoices are payable within 30 days. Service charge of 1.0%/mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

LANGAN



CONSULTING SERVICES AGREEMENT

CLIENT	Silver Petrucelli + Associates	Project Name	Traffic Signal Design
Address	3190 Whitney Avenue		Oswegatchie Fire Company #4
	Hamden, CT 06519		
		Project Location	Boston Post Road
			Waterford, CT
Telephone	(203) 230-9007		
Client Contact	Dave Stein, AIA	Consultant PM	Will Walter, PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between Silver Petrucelli + Associates, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: _____

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

☒ By Lump Sum: \$42,000.

☐ By Time and Materials: \$_____.

☐ By Other Payment Method (See Attachment _____): \$_____.

☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Steve Drechsler
AUTHORIZED REPRESENTATIVE

PRINT NAME: Dave Stein, AIA

PRINT NAME: Steve Drechsler, PE

TITLE: Principal

TITLE: Vice President

DATE: _____, 20

DATE: March 4, 2025

BENESCH OFFICE: Glastonbury

ADDRESS: 120 Hebron Avenue

Glastonbury, CT 06033

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



Alfred Benesch & Company
120 Hebron Avenue, 2nd Floor
Glastonbury, CT 06033
www.benesch.com
P 860-633-8341
F 860-633-1068

March 4, 2025

Mr. Dave Stein, AIA
Silver Petrucelli + Associates
3190 Whitney Avenue
Hamden, CT 06518

RE: Proposal for Traffic Signal Services
Oswegatchie Fire Company #4
Waterford, Connecticut

Dear Dave:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal to Silver Petrucelli + Associates (SPA) for traffic signal design services in support of the proposed fire house at property located at 439 and 441 Boston Post Road in Waterford, Connecticut. This proposal has been prepared to present our proposed scope of services and associated fee in support of the project as your land use consultant.

We have prepared this proposal based upon the following understanding of your needs and circumstances which have defined the scope of services.

1. Our base scope of services includes traffic signal design.
2. The project consists of a new fire house in the same location as the existing fire house and involves the relocation of an existing traffic signal, specific to the fire trucks. The site/civil engineering has been performed by others, but you would like us to perform the traffic signal design.
3. Our scope of work assumes that all underlying soils are suitable for the proposed improvements and no special geotechnical measures are required. We recommend a geotechnical evaluation be performed to confirm our assumption.

1.0 SCOPE OF SERVICES

Benesch's scope of services for the project has been segregated into the following phases:

- Phase 1 – Traffic Signal Design
- Phase 2 - Construction Phase Services

Our scope of services for each of these phases is presented below.

Phase 1 – Traffic Signal Design

Following are scope items associated with this task:

- Visit the site to familiarize ourselves with the existing conditions.
- Meet with CTDOT Traffic Engineering to present proposed signal layout for general concurrence prior to formal submission.

- Prepare the Traffic Signal Plan utilizing the latest CTDOT Digital Design Environment.
- Conduct Utility Coordination Field Meeting.
- Prepare Span Pole / Mast Arm loading calculations as required by CTDOT.
- Calculate Clearance intervals as required by CTDOT.
- Provide a PDF with the applicable special provisions for the traffic signal installation.
- Provide a PDF with the applicable CTDOT Standard Detail Sheets.
- Provide Response to Comments.

Phase 2 - Construction Phase Services

Benesch will provide support to the project for traffic signal elements during construction, including the following:

- Review/processing of contractor submittals relative to our design scope for conformance to requirements of the Contract Documents.
- Site Visits – we have assumed we will provide three (3) site visits during construction and a project close-out site visit.
- Attend the field inspection performed by CTDOT.
- As needed/ongoing communications with the contractor by telephone and e-mail.
- Respond to contractor requests for information (RFI).
- Review of contractor Change Order Proposals.
- Preparation of supplemental specifications, sketches, and design modifications to clarify intent or accommodate changes in the work.
- Project close-out services, consisting of final site observations, punch list preparation, preparation of a certificate or substantial completion, and final acceptance of work.

2.0 ADDITIONAL SERVICES AND ASSUMPTIONS

The following services are not included as a part of our scope of services. These services may become necessary based upon the conclusions derived from the performance of the proposed services. If required, these services will be performed for an additional fee in accordance with a change order.

1. Base mapping will be provided by others.
2. Site/civil engineering and associated construction services will be provided by others.

3.0 SCHEDULE FOR SERVICES

Benesch will work closely with your team to develop a project schedule based on project permitting requirements and your needs.

4.0 FEES FOR SERVICES

Benesch will perform the scope of services described in Section 1.0 for a lump sum fee of **\$42,000**. The fee is segregated as follows:

Phase 1 – Traffic Signal Design	\$32,000
<u>Phase 2 – Construction Phase Services</u>	<u>\$10,000</u>
Total Lump Sum	\$42,000

In the event that the fee for the scope of services defined herein will be exceeded due to changes in the scope of services, we will notify you to discuss and evaluate the work and related fees. We will not exceed the authorized fees presented in this proposal without your authorization. Changes in fees will be mutually revised by written amendment.

If you have any questions about this information, please call or e-mail me at 860-494-4359 or wwalter@benesch.com. We look forward to providing our services on this exciting project.

Sincerely,
Alfred Benesch & Company

A handwritten signature in black ink, appearing to read "Will Walter".

Will Walter, PE
Senior Project Manager



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client 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 project documents and any health or safety precautions required by such construction work. The Consultant and its 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 or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.