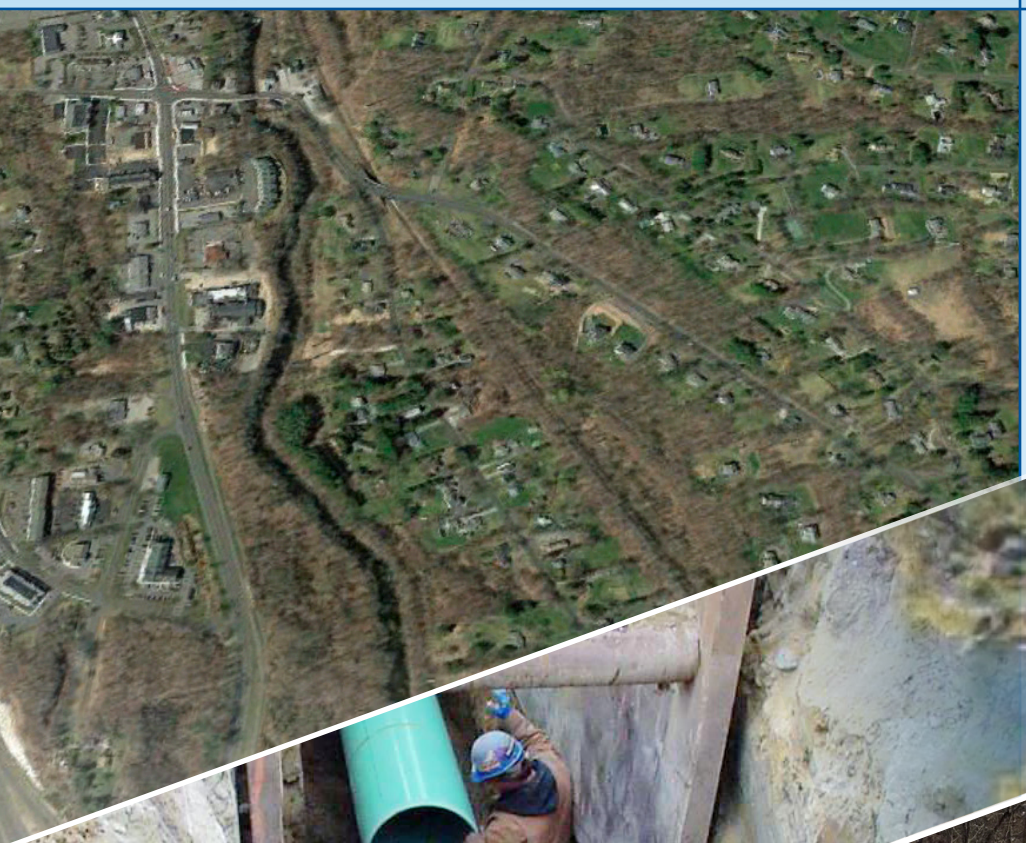
Brookfield Water Pollution Control Authority
Brookfield, Connecticut



Pocono/Dean Road Wastewater Collection System Evaluation and Design

Candlewood Peninsula Wastewater Collection System Evaluation and Design

AGREEMENT

DECEMBER 2021

CDM Smith

in association with

LOMBARDO ASSOCIATES, INC.

FUSS & O'NEILL

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of December 16, 2021 between Brookfield Water Pollution Control Authority ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Sewer Extension to Candlewood Lake and Dean/Pocono Areas (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.

2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

decisions with respect to ENGINEER's services for the Project.

3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.

3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit N/A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.

4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.

4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

5.4.8 Engineer's services do not include providing legal advice or representation.

5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

5.5.1 For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1)upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2)upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.

3)Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.

b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated**.**

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or $50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or 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.

5.10.3 Unless expressly provided otherwise in this Agreement:

a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to

time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term *"defective"* will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA")l [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. TBD) of the Engineers Joint Contract Documents Committee.

6.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit B - Duties,Responsibilities and Limitations of Authority of the Resident Project Representative. (to be provided later via amendment for construction phase engineering services)

Exhibit C - Insurance Certificate

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

Nelson Malwitz

By: Nelson Malwitz
Title: Chairman
Date: 12/17/2021

Address for giving notices:
Brookfield WPCA
53A Commerce Road
Brookfield, CT 06804

ENGINEER:

By: Joseph L. Laliberte, P.E.
Title: Vice President
Date: 12/16/2021

Address for giving notices:
CDM Smith Inc.
77 Hartland Street, Suite 201
East Hartford, CT 06108

EXHIBIT A

Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions

EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work

1.0 ENGINEER'S RESPONSIBILITIES

This is an exhibit attached to and made a part of the Agreement between Brookfield Water Pollution Control Authority, Brookfield, Connecticut (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

The Scope of Work addresses multiple sewer service areas within the Town of Brookfield as summarized in Table 1 and highlighted in the figures provided in Attachment A.

Table 1 – Summary of Sewer Service Areas in Scope

Proposed Sewer Service Area	Total Properties	Gravity[3]	Pumped[4]	Municipal Pump Stations[5]
Candlewood Lake Peninsula	810	461	349	5
Dean Pocono Road	90	82	8	2
Indian Trails[1]	72	36	36	1
Municipal Center	4	0	4	0
Candlewood Lake Force Main[2]	66	0	66	0
Non-Peninsula High Density[3]	220	130	90	1
Total	1203	709	553	9

(1) Consists of 63 homes and 9 vacant parcels for a total of 72 properties. No prior planning evaluations have been performed for the Indian Trails Development. For the purposes of estimating the scope of work, we have assumed that half of the homes will be serviced by gravity and half will require private pumping systems and one municipal pump station will be needed to service this development.
(2) Limited to those properties along Candlewood Lake Road along the route of the force main serving the Candlewood Lake Peninsula Sewer Service Area. These properties are not included in the total sum as they are also included in the Non-Peninsula High Density Sewer Services Area.
(3) Includes properties along the Candlewood Lake Force Main, most of which would be served by gravity under this option.
(4) The number of properties connected by gravity lateral connections or private pump systems is estimated based upon information provided in the respective Wastewater Management Plans (WMPs).
(5) The number of municipal pump stations is based upon the recommended plans identified in the WMPs.

The project will consist of the following tasks, however for the purposes of this agreement and advancing applications for project funding, the scope/fee herein is limited to the work to be performed under Task A only.

Task A – Investigations and Recommended Plan Selection
Task B – Final Design
Task C – Bid Phase Services
Task D – Construction Administration and Resident Project Representative

The initial round of topographic mapping and geotechnical work performed under Task A will be used to support the selection of the recommended plan and will be supplemented during final design performed under Task B. Work under Task A will consist of developing topographic mapping from available sources and limited geotechnical investigations. The work will be prioritized to provide the necessary information to determine the appropriate technologies, sewer extents and alignments and provide planning level cost estimates for the purposes of establishing the recommended plan.

During Task A - Planning, the ENGINEER will evaluate and refine the concepts for sewering the areas identified in Table 1. Task A will include development of sewer alignments, identification of properties to be served by gravity versus private pumped systems, selection of technologies, conceptual layouts of the wastewater collection system and municipal pump stations, development of a basis of design memorandum and preparation of preliminary opinions of probable construction cost and operation and maintenance costs. The information developed during Task A will be presented to the OWNER during progress meetings to provide collaboration and feedback on recommendations for providing sewer service to each sewer service area. A meeting will also be held with funding agencies to verify eligibility and availability of grant and low interest loan programs. Planning level cost estimates will be developed in conjunction with the latest Grand List Values for the properties within each service area to update the benefit assessment calculations used in assessing the viability of implementing the project. Meetings will be held with the OWNER to make decisions on the final scope, breakdown of construction contracts, phasing/scheduling and project funding. Upon selection of the recommended plan, public meetings will be held to present the plan to the public, address questions/concerns and solicit support for a referendum to fund and implement the design and construction of the project.

During Task B – Final Design, the ENGINEER will produce biddable contract documents for a municipal bid of the work identified in Task A. Survey, including aerial topography, rights-of-way, further utility verification, and sill elevations, and wetlands delineation will be performed during this phase. The balance of the geotechnical work will also be performed during this phase. The ENGINEER will prepare plans, profiles, details, technical specifications and contract documents for the construction of wastewater collections system and municipal pump stations, submissions for permit applications and approvals from regulatory agencies, and other tasks associated with finalizing the project for bidding and construction. Meetings will be held with the OWNER to review progress and solicit feedback on the design, phasing, schedule, number of contracts, and other elements of the project. Open houses and field meetings will also be held with property owners to present the plans for providing sewer service to each property and solicit feedback on the proposed location of service connections and other work potentially impacting private property owners within each sewer service area.

The ENGINEER will then provide the OWNER with support through Task C - Bid Phase Services to address requests for information, issue addenda, review bids and provide recommendations to the OWNER for issuing contracts to the lowest responsible bidder(s). Under Task D, the ENGINEER will provide Construction Administration Services and a Resident Project Representative (if desired by OWNER) throughout the course of the construction phase of the project.

This Scope of Work herein encompasses services to be provided by ENGINEER under Task A only. The Scopes of work for Tasks B, C, and D will be detailed in a separate agreement following the completion of Task A. Details of the ENGINEER and OWNER responsibilities for Task A are summarized as follows:

TASK A: PLANNING - INVESTIGATIONS AND RECOMMENDED PLAN SELECTION

ENGINEER shall procure subcontractors to refine currently available topographic mapping, utility mapping, limited field investigation of existing water mains and perform geotechnical investigations of the Proposed Sewer Service Areas.

The ENGINEER shall oversee and coordinate all aspects of the subcontractor's work. Specific tasks will include:

A.1 TOPOGRAPHIC MAPPING

ENGINEER's subcontractors will refine available LiDAR based 2016 Connecticut statewide topographic mapping of the project area, including approximately 82,000 linear feet of roadway in the Proposed Sewer Service Areas, as well as adjacent parcels. The horizontal datum will be the North American Datum of 1983 (NAD83) and the vertical datum will be the North American Vertical Datum of 1988 (NAVD88). While the accuracy of the LiDAR based topography is sufficient for performing the work under Task A, it will be necessary under Task B to perform aerial topographic survey and establish ground control to develop topographic mapping that is of sufficient accuracy for completing the final design and preparing construction documents.

ENGINEER's subcontractors will perform underground utility locating on targeted streets known to have asbestos cement water mains. This work will be performed using Ground Penetrating Radar (GPR) and Electromagnetic Induction Equipment (EIE) and will include marking locations of verified utilities. An allowance of $30,000 is included in Task A.1 for GPR and EIE subcontractor and related support services.

ENGINEER's subcontractors will prepare topographic mapping at a scale of 1" = 40' with 1-foot contours generated from available statewide topographic mapping of the survey area. Details including roads, driveways, sidewalks, buildings, structures, bridges, fences, walls, parking areas, road markings, signs, drainage features, waterways, wooded areas, etc. may be visible on aerial imagery but will not be shown in the topographic base mapping. Located utilities will be added to the base mapping. Ground survey will be performed under a subsequent phase. Property lines will be obtained from Town of Brookfield GIS system and will be overlaid onto the mapping files.

A.2 GEOTECHNICAL INVESTIGATIONS

ENGINEER will develop a geotechnical program to supplement existing soil borings collected during the initial facilities planning phase. The initial facilities planning phase only included 13 borings within the Candlewood Lake Peninsula and connector project area. The information collected, while helpful for the facilities plan, is not sufficient for completing this Task A planning phase to select sewer technologies and a refined planning level cost estimate for public presentation and referendum. The existing borings will be supplemented with an additional limited boring program under this Task A and further expanded in the future Task B Final Design, as summarized below.

ENGINEER will determine the number and location of soil borings to be performed in each of the Proposed Sewer Service Areas. Proposed locations, approximately every 300 linear feet, will be shown on the conceptual layout drawings. The limited geotechnical program implemented under Task A will include a portion of the overall program to provide the necessary data to support the analyses for recommendation and selection of sewer technologies, depths and alignments. The balance of the proposed borings and geoprobes will be deferred to Task B, particularly at the potential pump station locations until after preferred sewer alignments have been selected. It is anticipated that the full geotechnical program will include about 150 borings and 150-200 geoprobes.

Under Task A, ENGINEER and subcontractors will implement the initial subsurface investigation program consisting of up to 45 borings and 60 geoprobes along the proposed pipeline routes, to a depth of approximately 20 feet. ENGINEER will mark the borings in the field along the pipeline routes. Qualified drilling subcontractor will obtain all required permits and notify Call Before You Dig (CBYD) prior to drilling. ENGINEER shall provide part-time inspection of the geotechnical investigation program consisting of approximately one day of inspection per week of drilling.

Split spoon samples will be collected at 5-foot intervals from the borings, with representative soil samples from each split spoon collected for subsequent review and laboratory testing, as appropriate. ENGINEER shall perform laboratory testing of soil samples collected during the drilling program to determine physical soil characteristics. Testing will include grain size analyses, Atterberg Limits and organic content. The purpose of this testing is to assist with soil classification, to assign soil parameters for use in engineering analyses and to assess the reuse potential of the soils to be excavated. Additionally, an allowance of $25,000 for environmental soils sampling/testing is included in this Item A.2.

An allowance of $50,000 is included in Task A.2 for costs for police details required for field investigations.

A.3 CONCEPT DEVELOPMENT

ENGINEER shall refine the concept for the proposed wastewater collection system as presented in the WMPs for the Proposed Sewer Service Areas to establish a final recommendation.

The initially proposed collection system for the Proposed Sewer Service Areas consists of approximately 72,000 feet of gravity sewer, 46,300 feet of force main, 553 residential pumps and 9 municipal pump stations. Locating sewers in off-street areas versus in-street will be considered, where feasible, to minimize pavement restoration costs. The estimated

pipe lengths are based on previously completed WMPs and will be refined as part of this Task A3.

The intent of the Task A Planning activities is to further refine the concepts developed in the respective WMPs, develop construction and operations costs, and to select an alternative that meets the OWNER's benefit assessment criteria of less than 10% of the grand list value of the properties served by the sewer system. Three workshops will be held with the OWNER and project stakeholders to establish consensus on the selected plan, successful referendum, and proceeding with Task B Final Design. Specific tasks will include:

A.3.1 WASTEWATER COLLECTION SYSTEM

1. Confirm wastewater flow estimates for the Proposed Sewer Service Areas, if authorized, that will eventually discharge to the existing collection system in the future. This will include confirming water use values and wastewater projections in available reports for existing and build-out conditions and reviewing with OWNER any modifications to the buildout condition based on recent/ongoing zoning changes and market analyses for those areas.

2. Consistent with TR-16, an estimated flow component for infiltration and inflow (I/I) of 500 gpd per inch diameter per mile will be included in the total flow estimated for the sewer service areas.

3. Review the capacity of downstream portions of the existing collection system that will receive flow from the proposed collection systems. Recommendations for upgrade of existing sewers and pump stations will be included in the basis of design report and cost estimates used to evaluate the benefit assessment.

4. Confirm conceptual pipe routes in the respective sewer service areas for gravity sewers, pressure sewers and force mains based on topographic mapping obtained in Task A.1. This includes the preparation and/or refinement of conceptual pipe routes for each the Proposed Sewer Service Areas for consideration in the final project.

5. Perform a lot-by-lot analysis of the Indian Trail Sewer Service Area, comparable to the analyses performed for the Wastewater Management Plans for the Candlewood Lake Peninsula and Dean/Pocono Road Sewer Service Areas, to develop recommendations for serving the portion of the Indian Trail Development located within the Brookfield municipal limits. Septic plans/files, provided by BWPCA for each property, will be reviewed for the purposes of identifying requirements for servicing each property. Septic system data and statistics will be documented in the design report. The recommendations for sewering the Indian Trail Sewer Service Area will be incorporated into the collection system layout and coordinated with the collection system recommendations for the areas identified in Table 1.

6. Review available Board of Health files on individual septic systems for information related to the location, age and condition of the existing septic tanks and piping to assess the level of rehabilitation or replacement that may be necessary for application of STEG/STEP systems versus conventional gravity and pumped systems.

7. Contact Aquarion and private community associations to discuss any drinking water quality concerns and plans for replacement or rehabilitation of existing utilities to identify opportunities for sharing road restoration costs.

8. Using base mapping obtained in Task A.1, develop conceptual layout drawings in AutoCAD showing the proposed collection system (gravity, pressure and force mains) for the Proposed Sewer Service Areas (as authorized) at a scale of 1" = 40'. Sewer profiles will not be prepared as part of this task. Potential easements will also be identified based on the recommended plan.

9. Review the proposed recommended collection system layout to determine applicable permitting requirements for the Proposed Sewer Service Areas (as authorized) and develop a timeline for permit submissions. For natural resource permitting, the existing conditions mapping obtained under Task A.1 will be used to identify any potential wetland resource areas located within close proximity of the proposed pipelines and pumping stations. A formal wetlands delineation will not be performed during this task; however, approximate wetland locations based on a review of available mapping information will be evaluated and included in the permitting analysis. The permitting review will also include identification of any cultural permitting issues, including historical and archaeological requirements. Permits to be considered include Brookfield Conservation Commission; Project Notification Form to Connecticut State Historic Preservation Office (SHPO); Natural Diversity Data Base (NDDB) review/coordination; and Connecticut Environmental Protection Act (CEPA).

10. Based on the conceptual layouts developed, evaluate and make recommendations on whether the project should be bid as one construction contract or several contracts. If the recommendation is for multiple contracts, provide a delineation of the respective contract limits.

11. Update the BWPCA Facilities Plan to address plans for providing sewer service to the Candlewood Lake Peninsula, Dean Road, Market Place and Indian Trail Sewer Service Areas, Should BWPCA be unsuccessful in negotiating an agreement with Danbury to convey additional flow for treatment, a section will be added to the Facilities Plan to address the construction of treatment facilities within Brookfield.

A.3.2 WASTEWATER PUMPING STATIONS

1. Evaluate potential locations for a total of up to nine pumping stations for the Proposed Sewer Service Areas. Location siting criteria will include preference for Town-owned parcels, hydraulics, proximity to wetlands, flood vulnerability, ease of access for construction and for future maintenance, distance to nearest interceptors and other pertinent criteria based on discussions with the OWNER. Identify easement requirements for pumping station sites on privately owned parcels, as necessary, and illustrate the proposed limits using the topographic mapping. Property/easement boundary surveys for the pump stations will be performed under Task B Design Services.

2. Once appropriate parcels are selected, each pumping station will be sized and conceptual plan view layouts will be developed using the topographic mapping based on estimated flows. The pumping stations will be pre-packaged submersible pumping stations consisting of precast concrete wet wells, valve vaults with power and controls housed in a pole or surface mounted weatherproof cabinet. A transfer switch and connections for portable generator hook-up will be included. No HVAC equipment and/or odor control systems are included. Fencing and landscaping will be provided to blend into the surrounding area. Final decision will be made with OWNER once final locations are identified.

3. Develop recommendation for supplemental geotechnical program for the selected pumping station sites. Proposed locations will be shown on the site layout drawings. The supplemental geotechnical program will be implemented under Task B.

4. ENGINEER will review the need for and provide recommendations, as necessary, for upgrade of existing pump stations and collection systems within Brookfield.

A.3.3 WASTEWATER DISCHARGE EVALUATION

1. ENGINEER will attend two meetings with the OWNER and the City of Danbury and the Town of New Milford to discuss future flow projections, verify availability of capacity to receive Brookfield's additional flow, and discuss potential costs associated with its treatment.

2. ENGINEER will perform and/or update preliminary desktop evaluation of potential groundwater discharge sites, including 9 identified previously and up to 3 additional sites in the vicinity of the proposed sewer service areas. Preliminary screening will include review of existing mapping of soils and surficial geology, wetlands, bedrock and groundwater, aquifer protection areas, and assessment of adequacy of available land area for both treatment and subsurface groundwater recharge. ENGINEER will prepare conceptual cost analyses to demonstrate the economic feasibility of in-town treatment and groundwater recharge compared to connection to Danbury or New Milford. The approach for evaluating the feasibility of in-town treatment will be performed as follows:

    i. Verify likely CT DEEP groundwater discharge requirements.

    ii. Estimate the degree to which phosphorus and/or nitrogen removal can be achieved via a subsurface disposal system and/or permeable reactive barrier and investigate DEEP position on both.

    iii. Obtain and evaluate proposals from packaged wastewater treatment vendors, building on past work performed by BWPCA.

    iv. Based upon available soils and groundwater data, prepare preliminary sizing of treatment facilities and groundwater recharge systems necessary to achieve effluent requirements.

    v. Evaluate and rank candidate treatment and disposal sites based upon space availability and disposal capacity.

    vi. Perform soils and groundwater testing, by performing some geotechnical investigation work identified in Task A.2 at the two highest ranked candidate sites, to verify field data is consistent with expected values. Review the field collected data versus the initial assumptions and refine treatment facility and groundwater recharge system sizing.

    vii. Develop a conceptual treatment site layout to serve as the basis for the opinion of probable construction cost. Estimate annual operation and maintenance costs and perform a present analysis of the packaged wastewater treatment facilities and groundwater recharge system.

    viii. Support BWPCA in assessing the suitability and availability of CTDOT lands located along Route 7 in North Brookfield that may no longer be needed by CTDOT.

    ix. Prepare a draft report summarizing the findings of the in-town wastewater treatment and groundwater recharge facility evaluations to BWPCA for review/comment. Present the report findings to the BWPCA via an in-person meeting and revise the report to address BWPCA comments.

If, after these meetings and preliminary analyses, it appears that in-town treatment and groundwater discharge may be the preferred option, additional subsurface investigations, including site walks, borings and soil sampling, monitoring wells, testing for hydraulic conductivity, and in-situ load testing, will be proposed. Associated facilities planning report updates, as well as assessment of environmental impacts, ultimate disposal of screenings, grit and sludge, a basis of design report and other documentation necessary for permitting and authorization by DEEP to construct the proposed treatment facilities is additional scope that would be added upon authorization from the OWNER.

A.4 TECHNICAL MEMORANDUM AND COST ESTIMATE

1. As the purpose of the Task A scope of work is to identify the most cost-effective approach to providing sewer service to areas that have the greatest impact on the water quality of Candlewood Lake and the Still River, CDM Smith will prepare a technical memorandum that builds upon and supersedes the past work performed under prior facilities planning and wastewater management planning efforts. The memorandum will summarize the results of the activities performed under Task A and includes conceptual layout drawings showing the types of the recommended collection system gravity sewers, pressure sewers and force mains, privately owned pump systems and municipal pumping stations for the Proposed Sewer Service Areas. The memorandum will be the basis for moving forward with future phases of the project, including Town referendum and project design and construction phases.

2. Prepare updated construction cost estimates for the Proposed Sewer Service Areas based on the recommended layout of the collection system. The opinion of probable construction cost estimate will be developed based on comparable publicly bid projects and will include provisions for site specific issues as well as appropriate contingencies. Estimates of operations and maintenance costs will also be developed for the purposes of estimating the present worth to account for costs incurred over the life of the sewer alternatives being considered for implementation for each of the Proposed Sewer Service Areas.

3. Prepare and update Benefit Assessment evaluation of the Proposed Sewer Service Areas as identified in Table 1. The Benefits Assessment will also evaluate the impacts of including the costs of installing the private sewer laterals and pumped systems in the construction contracts versus limiting construction to the work within the public right-of-way.

4. Estimate operations and maintenance costs of low-pressure pump systems, STEG systems, STEP system and traditional gravity sewers. An equivalent annual cost analysis will be performed to evaluate the cost of operating each viable alternative over the lifespan of the facilities.

5. Evaluate alternatives for funding, packaging of contracts and phasing and scheduling of project construction. A recommended financing plan will be prepared that evaluates the additional O&M costs, expected revenue from new users to project the future user charge over the planning horizon. Recommendations will be discussed at workshops with the OWNER and incorporated into the technical memorandum.

6. Provide electronic copies of the technical memorandum for review and comment by OWNER.

7. Review and address OWNER comments and provide five final copies of the technical memorandum and a digital copy to the OWNER.

8. Engage services of Langan Engineering and Environmental Services, Inc (Langan) to serve as the OWNER's representative for the project. Duties and responsibilities include review of project deliverables, quality assurance/quality control, and coordination with other ongoing projects in Brookfield.

A.5 PROJECTMANAGEMENT AND MEETINGS

1. Provide overall management of all aspects of Task A to maintain scope, schedule, budget, staffing, quality assurance, monthly progress reports, etc.

2. Conduct a project kickoff meeting and two virtual progress meetings with the OWNER during Task A to review project status and obtain input and feedback on the progress and related tasks. Prepare and distribute agenda and meeting minutes to document issues discussed and decisions made during the meetings.

    a. Upon authorization to proceed, a Kickoff Meeting will be held with BWPCA to develop a work plan that establishes the sequence of tasks to be performed and identifies any tasks that will be deferred or dependent upon completion of other tasks. Deferred tasks, as identified in the work plan, will not be advanced without authorization from BWPCA.

3. Attend and provide technical support for the Section 8-24 meeting.

4. Conduct three in-person workshops with OWNER to review the analysis of sewer options, the Benefit Assessment evaluations and report recommendations. Prepare and distribute agenda and meeting minutes to document the discussion and decisions made during the meetings.

5. Participate in three eight-hour site visits with OWNER to evaluate and finalize locations for the municipal pumping stations and sewer routes. Prepare and distribute agenda and meeting minutes to document the discussion and decisions made during the meetings.

6. Attend and provide technical support for 10 meetings with community associations as requested by BWPCA.

7. Conduct four community meetings to educate the residents on the program, present the recommended plan, receive feedback on the proposed plan and support the referendum. Develop and circulate literature to educate the public on proper use of the proposed sewer technologies and clarify the respective maintenance responsibilities of BWPCA and the private property owners. Prepare and distribute agenda and meeting minutes to document community feedback and responses provided during the meetings.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.1.2 Data and reports related to services performed by an independent testing laboratory and all inspections, tests and approvals of samples, materials and equipment;

2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

2.1.5 Available field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

2.1.6 Record property descriptions;

2.1.7 Zoning, deed and other land use restrictions.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

2.2 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.3 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

2.4 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.5 Provide, as may be required for the Project:

2.5.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.5.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor.

2.6 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

ENGINEER shall proceed with performance of the services described herein immediately upon authorization from OWNER and will complete the services for Task A within 24 months.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

For services performed under Article 1 and described in Paragraph 1.0, Task A, OWNER agrees to pay ENGINEER an amount not to exceed $1,496,719 summarized in Table 2.

The OWNER agrees to pay the ENGINEER for work performed by its personnel in accordance with the billing rates and task breakdown provided in Attachment B. The OWNER also agrees to pay the ENGINEER for actual out-of-pocket expense costs other than direct labor costs that are incurred during the progress of the work. Actual out-of-pocket costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, the OWNER agrees to pay the ENGINEER the actual cost to the ENGINEER of such services plus five percent of the cost of such services,

Tasks B, C and D are not authorized at this time and will be added by written Amendment at a future date.

Table 2 - Professional Planning Phase Services

Task	Task Name	Total Cost with Reduced Survey and Geotech Services
A1	Topographic Mapping	$158,840.00
A2	Geotechnical Investigations	$321,100.00
A3	Concept Development	$448,025.50
A4	Technical Memorandum and Cost Estimates	$246,850.00
A5	Project Management and Meetings	$321,903.85
Total for All Proposed Sewer Service Areas		**$1,496,719.35**
B	Final Design	TBD
C	Bid Phase Services	TBD
D1	Construction Administration	TBD
D2	Resident Project Representative	TBD

The ENGINEER is not responsible to provide services, the cost of which if filled in accordance with the terms of this Agreement would exceed the upper limit, unless authorized by the OWNER in writing and an increase in funds is made available. In no event shall ENGINEER bill in excess of the above figure without written authorization from the OWNER.

If any changes to the scope of work for this project occur or are requested by OWNER or result from regulatory agency comments or actions, ENGIINEER will immediately notify OWNER. Any such changes that would require additional funds shall not be conducted until OWNER and ENGINEER have agreed to an Amendment to this Agreement.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

Project will be funded by a CT DEEP Clean Water Fund (CWF) grant. CDM Smith will abide by CTDEEP's requirements associated with receiving CWF monies, including MBE/WBE goals and approvals of amendments prior to conducting work.

All work products prepared under this task order, including GIS files, AutoCAD drawings, Word and Excel files and other documents will be provided to the Owner in electronic format upon request.