

**AGREEMENT
BETWEEN
THE TOWN OF CANTON CONNECTICUT
AND
BSC GROUP-CONNECTICUT, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, made this 28th day of February 2017 between the Town of Canton, Connecticut by its Chief Administrative Officer, (OWNER) and BSC Group-Connecticut, Inc., a corporation duly organized and existing under the laws of Massachusetts and having its principal place of business in Glastonbury, Connecticut (ENGINEER), with respect to certain professional engineering services to be performed on a project (the "Project") consisting of: Engineering services for a proposed DPW facility site plan.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the timely performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

SECTION 1.0 - SCOPE OF SERVICES

- 1.1 The Scope of Services is attached hereto as Exhibit A and incorporated herein as a part of this Agreement.
- 1.2 Engineer shall perform services under this Agreement, a) in a manner consistent with that degree of care and skill ordinarily exercised by similarly situated members of the same profession currently practicing under similar circumstances and in the same region; and b) conform to the requirements specified in Exhibit A.
- 1.3 Time of Performance - The term of this Agreement shall be from the date first indicated above to December 31, 2017. At some future date, this Agreement may be amended to extend the time of performance.

SECTION 2.0 - ADDITIONAL SERVICES OF ENGINEER

Unless specifically called for under SECTION 1.0 of this Agreement, the services listed in this SECTION 2.0 are not included as part of this Agreement and are not paid for by OWNER, as provided in SECTION 4.0 of this Agreement.

- 2.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others (excluding review of architectural drawings prepared by others as they relate to the site plan which shall not be considered additional services).
- 2.2 Preparation of applications and supporting documents for federal, state or local permit or license applications other than those specified in SECTION 1.0.
- 2.3 Land surveying services or measured drawings of the project site, or verification of the accuracy of land surveys or similar measured drawings furnished by OWNER.
- 2.4 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule,

character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER'S control.

- 2.5 Investigations and studies involving, but not limited to, detailed considerations or operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; equipment and labor and audits or inventories required in connection with construction performed by OWNER; and subsurface utility locating.
- 2.6 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office, as required by SECTION 1.0.
- 2.7 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- 2.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, staking to enable contractor(s) to proceed with its work and other special field surveys.
- 2.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project, for which the hourly rate of compensation will be reasonable as agreed upon.
- 2.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the date for final completion as set forth in the Contract documents, (4) acceleration of the progress schedule involving services beyond normal working hours (five 8-hour days per week), and (5) default by contractor(s).
- 2.11 Preparation of operation and maintenance manuals, protected or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing) and training personnel for operation and maintenance.
- 2.12 Services after completion of the Construction Phase such as reviews during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION 3.0 - OWNER'S RESPONSIBILITIES

Unless specifically called for as a responsibility of ENGINEER under Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instruction, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Services, the following:
 - 3.4.1 Data prepared by or services of others, including without limitation land survey of the project site (in digital format; .dwg), borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; or other previously-completed studies or assessments.
 - 3.4.2 Appropriate professional interpretations of all of the foregoing;
 - 3.4.3 Environmental assessment and impact statements;
 - 3.4.4 Property Descriptions from Assessors Departments; and
 - 3.4.5 Other special data or consultation not covered in SECTION 1.0;

all of which ENGINEER may use and rely upon in performing services under this Agreement, so long as evaluated in the professional expertise of the ENGINEER.
- 3.5 Arrange for 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.
- 3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services, as may be required for the Project, 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(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor(s) has used the monies paid under the Construction Contract, and such inspection services as OWNER may require to ascertain that Contractor(s) is complying with any law, rule, regulation, ordinance, code or other applicable to its furnishing and performing the work.
- 3.8 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations or authority of such other person and the effect thereof on duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.9 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 3.10 Furnish or direct ENGINEER to provide Additional Services, as stipulated in SECTION 2.0 of this Agreement, or other services, as required.
- 3.11 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and

approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this Agreement.

- 3.12 Coordinate and bear all costs associated with police details for data collection phase services.
- 3.13 Bear all reasonable costs incident to compliance with the requirements of this SECTION 3.0.

SECTION 4.0 - COMPENSATION BASIS FOR PAYMENT

- 4.1 For performance of the Scope of Services, ENGINEER shall be paid a lump sum amount of \$34,000, which includes all direct labor, overhead and profit, and direct expenses. The fee is generally partitioned as indicated below, but the lump sum amount shall apply in aggregate, but not to any single phase line item.

Phase 1 -- Review and Analysis of Existing Preliminary Site Plan	\$8,000
Phase 2 -- Land Use Permitting	<u>\$26,000</u>
Total Fee	\$34,000

At some future date, this Agreement may be amended to authorize ENGINEER to perform other project services for additional compensation.

- 4.2 Services of Independent Contractors and Consultants - ENGINEER may engage independent contractors and/or consultants to perform specific services with OWNER's consent.

- 4.3 Payment Conditions

- 4.3.1 Partial payments by OWNER to ENGINEER shall be made monthly based on the percentage of the ENGINEER'S services completed.

- 4.3.2 If ENGINEER is of the opinion that any services it has been directed to perform are beyond the intended scope of this Agreement, ENGINEER shall promptly notify OWNER in writing of that fact. OWNER shall provide additional compensation to ENGINEER for any such services on the basis of a negotiated amount for the time worked on the Project, so long as OWNER is satisfied that such requested services are beyond the intended scope of this Agreement.

- 4.3.3 If OWNER fails to make any payment due ENGINEER for time worked on the Project within 45 days after date of ENGINEER's invoice therefore, the ENGINEER may, after giving 10 days' written notice to OWNER, suspend services under this Agreement. Unless payment in full is received by ENGINEER within 10 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, ENGINEER shall have no liability to OWNER for delay or damage caused OWNER because of such suspension of services.

SECTION 5.0 - CONSTRUCTION COST AND OPINIONS OF COST

- 5.1 Construction Cost. The construction cost of the entire Project ("Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, buildings, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include 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.

- 5.2 Opinion of Cost. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If, prior to the Construction Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

SECTION 6.0 - INSURANCE

Insurance. ENGINEER shall procure and maintain sufficient insurance for protection from claims under worker's 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 other such employees, and from claims of damages because of injury to or destruction of property including loss of use resulting therefrom.

INSURANCE COVERAGE REQUIREMENTS:

Commercial General Liability

ENGINEER shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with two million-dollar (\$2,000,000) aggregate, combined single limits. Such coverage shall also include coverage for operations, completed operations, products and contractual liability insurance. Such policy shall name the Town of Canton as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the town.

Workers' Compensation/Employers Liability

ENGINEER shall carry Workers' Compensation Insurance in accordance with the laws of the State of Connecticut, and all other applicable laws and regulations, for all employees engaged in work under the Contract between OWNER and ENGINEER.

Workers' Compensation Statutory Requirement set forth by State of Connecticut Employers' Liability.

Each Accident:	\$100,000
Disease-Policy Limit:	\$500,000
Disease-Each Employee:	\$100,000

Professional Liability

ENGINEER shall provide errors and omissions liability insurance covering the ENGINEER and the OWNER against loss for financial damages resulting from negligent acts, errors, or omissions by ENGINEER in the amount of one million dollars (\$1,000,000) each wrongful act and \$1,000,000 in the aggregate.

ENGINEER shall provide a Certificate of Insurance coverage to the OWNER prior to the start of work on the Project. No policy shall be canceled or non-renewed without thirty (30) days prior notice to the OWNER.

SECTION 7.0 - GENERAL PROVISIONS

- 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon 20 days' written notice in the event of substantial failure by the other party to

perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by OWNER upon the completion of any phase of the services, progress payments due ENGINEER for services rendered through such phase shall constitute payment for such services. In the event of such termination by OWNER during any phase of the services, ENGINEER also will be reimbursed for the charges of independent contractors and consultants employed by ENGINEER to render services, and for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid reimbursable expenses, plus all reasonable termination expenses, as agreed upon.

- 7.2 If the Project is suspended or abandoned in whole or in part for more than three (3) months, ENGINEER shall be compensated for all of its services and services of its independent contractors and consultants performed prior to receipt of written notice from OWNER of such suspension or abandonments, together with reimbursable expenses then due plus all termination expenses. If the Project is resumed after being suspended for more than 3 months, ENGINEER's compensation shall be equitably adjusted.
- 7.3 Ownership and Use of Documents. All documents, including Drawings, Specifications, estimates, field notes and other data furnished by ENGINEER to OWNER shall become the property of OWNER. Any reuse or modification without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent contractors or consultants.

SECTION 8.0 – MISCELLANEOUS PROVISIONS

- 8.1 The provisions of this Agreement for ENGINEER's services have been agreed to in anticipation of the orderly and continuous progress of the Project through all tasks specified in Exhibit A.
- 8.2 It is agreed that ENGINEER shall be responsible for any loss, personal injury, deaths, and/or damage that may be done or suffered by any person(s) to the extent caused by ENGINEER's negligent acts or omission, and ENGINEER hereby agrees to indemnify and save OWNER harmless from any loss, costs, damages and other expenses including reasonable council fees suffered or incurred by OWNER to the extent caused by ENGINEER's negligent acts or omissions.
- 8.3 OWNER shall at all times indemnify and save harmless ENGINEER and its respective officers, agents and employees on account of any claims, damages, losses, litigation, expenses, reasonable counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by any person or entity to the extent caused by the acts, omissions or neglect of OWNER, or its agents, in connection with the Project.
- 8.4 This Agreement is to be governed by the laws of the State of Connecticut.
- 8.5 Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond the control of such party. Such acts or events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after execution of this Agreement, fire, communication line failures, power failures, earthquakes, or other disasters ("Force Majeure"). If the duration of Force Majeure exceeds thirty (30) days, then either party may terminate this Agreement.
- 8.6 OWNER and ENGINEER each is hereby bound, and the partners, successors, executors, administrators and legal representative 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.

- 8.7 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent contractors and consultants, as ENGINEER may deem appropriate, to assist in the performance of services hereunder.
- 8.8 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and 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.
- 8.9 This Agreement represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by OWNER and ENGINEER.
- 8.10 ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies. In providing these services, ENGINEER shall act solely for the benefit and as representative of OWNER. Nothing in this Agreement shall create a contractual relationship with or cause of action in favor of a third-party against either OWNER or ENGINEER.
- 8.11 In entering into this Agreement, OWNER has relied only upon the representations set forth in this Agreement. No oral representations or statements shall be considered a part of this Agreement or a basis upon which OWNER relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between OWNER and ENGINEER.
- 8.12 Unless otherwise provided in this Agreement, the ENGINEER and ENGINEER's independent contractors and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.
- 8.13 It is understood and agreed that all contractors and consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants. ENGINEER's sole responsibility with respect to contractors and consultants engaged by ENGINEER shall be the coordination of services performed by any such consultants with the services of ENGINEER and the services of any other such contractors and consultants.
- 8.14 The extent of the duties, obligations and limitations on the authority of ENGINEER, as set forth in this Agreement, and as the representative of OWNER, shall not be modified or extended without the express written consent, of ENGINEER. In the absence of any such express written consent, ENGINEER shall not be bound by any provisions of the Contract Documents which define or describe the duties and/or obligations of ENGINEER in any manner or respect different from the terms of this Agreement.
- 8.15 If any claims, disputes or controversies arise in relation to this Agreement, the parties shall first seek directly to resolve the issue between them. If this process is unsuccessful, then prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This Article shall survive completion or

termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the State of Connecticut.

SECTION 9.0 - EXHIBITS AND ATTACHMENTS

9.1 The following exhibits are attached to and made part of this Agreement.


9.1.1 EXHIBIT A - Scope of Services.

9.1.3 EXHIBIT B - Certificate of Authority.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
TOWN OF CANTON, CONNECTICUT

By its Chief Administrative Officer:



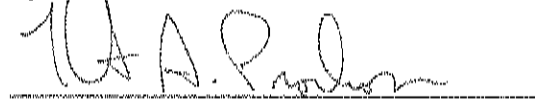
Robert H. Skinner

on behalf of the Board of Selectman, hereunto
duly authorized

Address for giving notices:
4 Market Street
Collinsville, CT 06022

ENGINEER:
BSC GROUP-CONNECTICUT, INC.

By:



Kurt A. Prochorena, Principal

Address for giving notices:
300 Winding Brook Drive
Glastonbury, CT 06033

EXHIBIT A
SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

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

Phase 1 – Review and Analysis of Existing Preliminary Site Plan

Phase 2 – Land Use Permitting

PHASE 1 – REVIEW AND ANALYSIS OF EXISTING PRELIMINARY SITE PLAN

Task 1 – Review of Applicable Regulations

BSC will review the local wetlands and zoning regulations and prepare a zoning analysis table that will be utilized for design and permitting. The zoning analysis will look at such items as:

- Erosion control requirements.
- Bulk and dimensional design requirements and limitations.
- Parking, access and internal circulation requirements.
- Landscape and buffer requirements.
- Floodplain development requirements and restrictions.
- Stormwater peak flow detention requirements.
- Water quality treatment requirements.
- ConnDOT standards for curb cut permits.

Task 2 - Schematic Design

1. Using the preliminary site plan as a basis for design, BSC will prepare a Preliminary Design as required to comply with the local zoning regulations, vehicle turning movements, and Canton Department of Public Works (DPW) needs. BSC will coordinate closely with the Town's architectural consultant so that the building and site function as one development.
2. BSC will work with the Town to develop a Schematic Design package which considers the DPW's programming requirements, local zoning requirements, site topography, utility requirements, stormwater management, pedestrian and vehicular access, parking needs, and the locations of outdoor amenities. We will then develop Schematic Design Drawings for incorporation into your Set, to include the following:
 - Site Plan
 - Utility Plan
 - Grading and Drainage Plan
 - Landscape Plan

Although shown by BSC on the Schematic Design plans, it is assumed that the specific sizing/design of electric, fire protection water, and data/communications throughout all phases of the design process project will be the responsibility of others.

Task 3 - Utility Coordination

BSC will coordinate with the local utility providers to gather information relative to the existing utility infrastructure serving the Site. This will include a review of existing utility information and contact with

the various utility providers (water, electric, etc.). BSC will investigate the adequacy of the existing utilities during Schematic Design by discussing the various loads with utility representatives based upon your building program and load data provided to us by your mechanical, electrical, and plumbing (MEP) engineer(s). Should it be determined that off-site utility improvements are required, any off-site investigations and/or design will entail extra services. BSC will also define the needs for Site lighting circuits and coordinate these requirements with your architect and MEP engineer. BSC will develop initial concepts for on-Site utility upgrades/replacement of outdated facilities, concepts for lighting circuits, identify approval processes applicable to each utility provider, and estimate preliminary Schedules for obtaining the necessary approvals. These scope items will be coordinated with your MEP engineers.

Task 4 - Cost Estimate

Based upon the Schematic Design Package, we will prepare a schematic-level cost estimate for the items under our design scope.

Task 5 - Design Meetings

We will attend meetings with you and your design team to coordinate and exchange design information. We have assumed that we will be required to attend up to three (3) meetings. In addition to in-person meetings, BSC will coordinate with other members of your design team in an ongoing manner throughout the design process via telephone and e-mail to exchange general information, evolving design layouts, and other pertinent information.

PHASE 2 – LAND USE PERMITTING

Using the approved Schematic Design, BSC will prepare Land Use permitting documents as the next iteration in the design process. These plans will be prepared with the intent that they will be used for local land use permitting through the Town of Canton (the "Town"). A summary of BSC's services during the permitting phase of the project is summarized below.

Task 1 – Permitting Design

1. BSC will prepare a Permitting Design package that refines the Schematic Design. BSC's Permitting Design package will consist of the following:
 - Site Demolition Plan
 - Layout and Materials Plan
 - Utility Plan
 - Grading and Drainage Plan
 - Landscape Plan
 - Soil Erosion and Sediment Control Plan
 - site Lighting Plan (including photometrics)
 - Details
2. BSC will provide a complete set of draft Permitting Design drawings to the Town for review. Based on your feedback, we will complete one round of consolidated revisions to the package and will submit a final deliverable for use in Town permitting.

Task 2 - Local Land Use Permitting

BSC will assist the Town throughout the local land use permitting process. Our services under this task will include informal correspondence with Town staff, preparation of permit application forms, graphical renderings of the projects for presentation purposes, and attendance at permitting meetings with the commissions as required during the local permitting process. We have not included the permit application fees as part of our professional fees. Based upon our review of the town regulations, the following local Permits will be required.

1. Wetlands Permit – A wetlands permit will be required for the project. The Inland Wetlands and Watercourses Agency (IWWA) has the discretion to require additional information when the proposed work is considered a “significant impact” (per Section 7.5 of the IWWA Regulation, as amended through August 11, 2011). As of the date of the Agreement, it is not known if the proposed work will be considered a “significant impact” by the IWWA and BSC has excluded the information listed in Section 7.5 of the IWWA Regulations from the scope of services. Additional information may include, but not be limited to, the following:
 - Ecological Communities and Functions Report.
 - Alternatives Analysis.
 - Analysis of chemical or physical characteristics of fill material.
 - Mitigation design.

BSC will modify the design to satisfy IWWA comments and submit revised plans with written responses. BSC has assumed the comments will generally be minor in nature and will require approximately 12 hours to address. If the comments result in wholesale site modifications, BSC will bill these services on an additional hourly basis.

2. Special Permit/Site Plan Approval – The site is located in the MCPF zone, which requires that DPW facilities are permitted through both the Site Plan Application (Section 9.1) and the Special Permit (Section 9.2) processes. Additionally, the site is located in a Special Flood Hazard Area (SFHA) identified by the Federal Emergency Management Agency (FEMA). Therefore, it is subject to The Flood Plain Management requirements of the zoning regulations (Section 6.2). BSC’s permitting effort for will include the following:
 - Site Plan Approval Application.
 - Special Permit Application.
 - Flood Plain District Development Permit Supplemental Application.
 - Stormwater Management Report
 - Hydrologic analysis and design as required by the regulations.
 - Stormwater quality design per the 2004 CT Stormwater Quality Manual.
 - Erosion and sedimentation control design per the 2002 Connecticut Guidelines for Soil Erosion & Sediment Control.
 - Traffic Impact Analysis (Section 7.8 of the zoning regulations), if required. We have included this as an alternate service.
 - Renderings for presentation at night meetings.
 - Night meetings and public hearings as required.

BSC will modify the design to satisfy land use commission comments and submit revised plans with written responses. We have assumed the comments will generally be minor in nature and will require approximately

12 hours. If the comments result in wholesale site modifications, BSC will bill these services on an additional hourly basis.

3. ConnDOT Encroachment Permit – BSC will coordinate with ConnDOT District IV, as required, to guide the project through the Encroachment Permit process. We have assumed that off-site mitigation traffic will not be required.

Task 3 - Cost Estimate

Based upon the permitting package, we will prepare a cost estimate for the items under our design scope.

Task 4 - Design Meetings

We will attend meetings with you and your design team during the permitting phase. We have assumed that we will be required to attend up to three (3) meetings. In addition to in-person meetings, BSC will coordinate with other members of your design team in an ongoing manner throughout the design process via telephone and e-mail to exchange general information, evolving design layouts, and other pertinent information.

EXHIBIT B
CORPORATE RESOLUTION

CORPORATE RESOLUTION

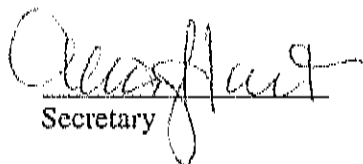
I, Alison J. Hunt, hereby certify that I am the duly elected and acting Secretary of The BSC Group – Connecticut, Inc., a corporation organized and existing under the laws of the State of Massachusetts, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 20th day of June, 2016.

“It is hereby resolved that Kurt A. Prochorena is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said The BSC Group – Connecticut, Inc. corporation this 19th day of October, 2016.


Secretary

