

This is **Amendment 2**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 27, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: July 27, 2018
- b. Owner: Old Colony Beach Club Association (OCBCA) acting on behalf of OLSBA, OCBCA, and MBA
- c. Engineer: Fuss & O'Neill Inc.
- d. Project: CONNECTION TO EAST LYME COLLECTION SYSTEM SHARED INFRASTRUCTURE IMPROVEMENTS

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: See attached Amendment #2 to the Agreement Between the Owner and Engineer for Professional Services attached hereto.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: See Amendment #2 to the Agreement Between the Owner and Engineer for Professional Services attached hereto.
- c. The responsibilities of Owner are modified as follows:
 - 1. None
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$684,645.87
- e. The schedule for rendering services is modified as follows: See Amendment #2 to the Agreement Between the Owner and Engineer for Professional Services attached hereto.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Amendment #2

Attachments:

Amendment #2 to the Agreement Between the Owner and Engineer for Professional Services, including Schedule 1 – Fee Summary – February 8, 2021

3. *Agreement Summary*

a. Original Agreement amount:	\$	<u>541,900.00</u>
b. Net change for prior Task Authorizations:	\$	<u>133,700.00</u>
c. This amendment amount:	\$	<u>684,645.87</u>
d. Adjusted Agreement amount:	\$	<u>1,360,245.87</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer, hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments or Task Authorizations remain in effect. The Effective Date of this Amendment is: February 8, 2021.

OWNER: OCBCA WPCA

ENGINEER: Fuss & O'Neill

By: Douglas Whalen

By: Kurt Mailman

Title: Board of Governors Chairman –
OCBCA (Authorized Representative)

Title: Vice President

Date Signed: _____

Date Signed: 2/8/2021

AMENDMENT #2
TO THE AGREEMENT
BETWEEN
OLD LYME SHORES BEACH CLUB ASSOCIATION,
OLD COLONY BEACH CLUB ASSOCIATION AND
MIAMI BEACH ASSOCIATION
AND
FUSS & O'NEILL, INC.
FOR
PROFESSIONAL SERVICES

Witnesseth, in consideration of the mutual promises herein contained, the parties hereto agree to amend their Agreement dated July 27, 2018 as follows:

Whereas, the OCBCA WPCA (the Owner) continues to proceed with the permitting, design, bidding, and construction of facilities to provide stormwater and public sewerage utilities as described in the approved wastewater facilities plan CWF # 644-PG approved by CTDEEP on October 23, 2017 (hereinafter referred to as the Project) and in compliance support of the Unified Consent Order CO WRMU18001 issued by CTDEEP on February 14, 2018; and

Whereas, the Owner understands through the subsurface exploration program (conducted as part of Amendment 1 Section 2.2.3 to the Agreement) that the existence of significant unsuitable soils (peat) at the centralized pump station site and shared trunk sewer along the shorefront and shared force main will require additional geotechnical design services associated with the Shared Sewer Infrastructure Project CWF #720-D with shared Ownership responsibility through OLSBA, OCBCA and MBA (The Current Cost Sharing Agreement (CSA) Members); and

Whereas, the Owner understands that the original design to support the force main crossing the ConnDOT bridge along the northern parapet wall was denied by ConnDOT and requires significant redesign and bridge support to hang the casing and carrier pipe beneath the bridge bays and with that change additional permitting is required, greater than originally estimated; and

Whereas, the Owner understands that ConnDOT is planning to replace the bridges (culverts) spanning Armstrong Brook and Four Mile River in the next 18 to 36 months; and

Whereas, the Owner desires coordination of the Shared Infrastructure Project with the future water body crossing with ConnDOT's consultant; and

Whereas, the Owner understands that they need additional engineering support to coordinate and draft the various agreements including but not limited to the Cost Sharing Agreement, Agreement precedent to the Cost Sharing Agreement, and Intermunicipal agreements with East Lyme and New London (and potentially Waterford); and

Whereas, the Owner understands that they require additional support to procure easements for the shared infrastructure project along Hartung Place (Washington Street), Hartford Avenue, Swan Avenue and private easement lands; and

Whereas, the Owner understands that the permitting aspects of the project continue to be more rigorous and time consuming than originally estimated to design and construct the sewer trunk line along shorefront roadways, including preparation of additional permit applications including a USACE CTPGP No. 6 Preconstruction Notification (PCN), CTDEEP Flood Management Certification (FMC), CTDEEP Coastal Resources General Permit (GP) and Site Plan approval for the remote odor control chemical feed system and attendance at (virtual) Zoning Commission meetings; and

Whereas, the Owner understands that construction administration, resident representative services and special services during construction previously included within the original agreement scope of work have now been budgeted; and,

Whereas, the Owner has adequate funding available within their overall project budget for the project to finance these engineering services herein; now,

WITNESSETH, in consideration of the mutual promises herein contained, the parties hereto agree, each with each other, as follows:

ARTICLE 2 – SCOPE OF SERVICES

Section 2.7.1 – Add the following:

Prepare a geotechnical technical memorandum to summarize the findings of the subsurface exploration program, including boring results and analysis of alternatives and solutions for encountering unsuitable soils at the pump station site and along the roadways (Pond Road, Hartung Place) where unsuitable soils were identified. Recommend structural support measures for the pump station generator building, wet well, and valve chamber structures and incorporate resiliency measures to mitigate potential scour into the Contract Documents. In addition, provide specifications and details for pipe support in areas where unsuitable soils are encountered.

Section 2.7.3 – Add the following:

Prepare details and drawings to support and hang the casing and carrier pipe beneath the bridge bays to cross the ConnDOT bridge on Route 156. This is necessary as a result of ConnDOT denying the original design to support the force main along the northern parapet wall.

Section 2.7.9 Add the following paragraph:

Meet with representative from ConnDOT and their bridge consultants to coordinate the future replacement of the bridges Bridge Nos. 02317 and 06896 (culverts) at Armstrong Brook and Three Mile River. Provide their consultants design drawings and incorporate accommodations to the Route 156 force main design to facilitate the replacement of the bridges and proposed roadway realignments at the two crossings. (One roadway crossing is proposed to be superelevated)

Section 2.11.2 – Delete entire paragraph and replace with the following:

Prepare the following permit applications and follow up with the regulators to obtain the requisite approvals:

- 1.) USACE CTPGP No. 6 Preconstruction Notification (PCN)
- 2.) CTDEEP Flood Management Certification (FMC) application
- 3.) CTDEEP Coastal Resources General Permit (GP) application
- 4.) Old Lyme Zoning Commission – Special Permit Application for all proposed infrastructure (including the proposed Bioxide Station)

Section 2.11.7 – Add the following new paragraph:

Provide information and rendering for proposed Odor Control System to facilitate favorable vote to site the system within OLSBA at 308 Gorton Avenue.

Attend one meeting with Town officials to discuss concerns about using 308 Gorton Avenue as temporary laydown/stockpile area and site for odor control system.

Support an A-2 topographic and boundary survey of the proposed odor control system site (308 Gorton Avenue) and prepare a Site Plan permit application. Attend two (virtual or in person) Zoning Commission meetings to present the project elements and obtain approval.

Provide engineering services to design a structure to house the odor control system within.

Section 2.12.4 - Modify the following paragraphs:

Add “Continue to” assist the Owner to obtain an easement in perpetuity or land acquisition for the shared pump station site and permanent easements for the proposed shared trunk sewer (private and public easements) along the shoreline. Evaluate easement alternatives to minimize the cost and provide advice for easement negotiations. Prepare up to two A-2 accuracy easement boundary drawings for cross country routes.

Add “Continue to” Assist the Owner to obtain easements on Town-controlled streets and rights of way along the proposed shared trunk sewer along the shoreline and the force main on Portland Avenue. Prepare easement plans and draft easement agreement for Hartung Place (aka Washington Street) Swan Avenue, Hartford Avenue, Portland Avenue, Martino Road and the access right-of-way between Swan Avenue and Hartford Avenue and provide them to the Town of Old Lyme.

Section 2.14 – Add the following paragraphs:

2.14.11 Review and recommend approval of payment requisitions from the Prime Contractor. Engineer shall also assist the Owner in preparing and submitting materials for reimbursement through the Clean Water Fund being obtained from the State of Connecticut.

2.14.12 Process Requests for Information (RFI) submitted by the Contractor and issue Work Change Directives and Field Orders, as necessary. RFIs requiring significant engineering evaluation will be discussed with the Owner for approval prior to responding to the RFI request.

2.14.13 Review Contractor’s claims for extra work and respond accordingly. If the additional work is justified, the Engineer will prepare a Change Order.

ARTICLE 3 – RESPONSIBILITIES OF THE ASSOCIATIONS

No change.

ARTICLE 4 – PERIOD OF SERVICE

Section 4.1 - Modify the paragraph **in bold** as follows:

The Engineer shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, issues with downstream wastewater transport or treatment facilities or any other cause beyond the reasonable control of the Engineer. The schedule for completion of the scope of services provided herein is ~~defined in the Consent Order with~~ **with a completion date of construction scheduled for Fall 2023 based upon a construction duration of 24 months for construction and 3 months for project closeout, contingent upon timely authorization of the scope of services provided in Section 2 herein.**

ARTICLE 5 – PAYMENT TO THE ENGINEER

1. Modify the following fees and budgets and present in Schedule 1 – Fee Summary (copy attached hereto, including reimbursable expenses):
 1. Add Fees for Item 2.7 in the amount of \$58,200.00
 2. Add Fees for Item 2.11 in the amount of \$36,200.00
 3. Add Fees for Item 2.14 in the amount of \$159,122.67
 4. Add Fees for Item 2.15 in the amount of \$396,824.66
 5. Add Fees for Item 2.16.1 in the amount of \$15,982.06
 6. Add Fees for Item 2.16.2 in the amount of \$6,937.36
 7. Add Fees for Item 2.16.3 in the amount of \$11,379.13

End of Amendment #2

**SHARED INFRASTRUCTURE PROJECT
THE ASSOCIATIONS' CONNECTION TO EAST LYME**

**SCHEDULE 1
FEE SUMMARY**

May 1, 2018, Revised January 22, 2020, Revised February 8, 2021

Task	Item No.	Scope Item	Fee Basis	Cost/Budget*
00221	2.2.1	Aerial mapping & Surveying	Lump Sum	\$51,300.00
00222	2.2.2	Wetlands Delineation	Lump Sum	\$ 8,300.00
00223	2.2.3	Subsurface Investigation	Lump Sum	\$28,200.00
00224	2.2.4	Phase I Archeological Survey	Lump Sum	\$ 6,400.00
02300	2.3	Preliminary Design – Shared Wastewater Impvs.	Lump Sum	\$85,700.00
02400	2.4	Preliminary Design – Roadway Improvements	Lump Sum	\$37,500.00
02500	2.5	Preliminary Design – Storm Drainage Impvs.	Lump Sum	\$17,300.00
02600	2.6	Preliminary Design – Water Main Replacement	Lump Sum	\$0.00
02700	2.7	Detailed Design – Shared Wastewater Impvs.	Lump Sum	\$227,800.00
02800	2.8	Detailed Design – Roadway Improvements	Lump Sum	\$32,900.00
02900	2.9	Detailed Design – Storm Drainage Impvs.	Lump Sum	\$25,900.00
21000	2.10	Detailed Design – Water Main Replacement	Lump Sum	\$0.00
21100	2.11	Permitting Assistance	Cost + F.F	\$162,700.00
	2.12	Special Services During Design		
21211	2.12.1	Delineate Well/Water Service Location	Lump Sum	\$9,600.00
21212	2.12.2	Prepare A-2 Surveys – ½ COMPLETE	Cost + F.F.	\$ 2,800.00
21213	2.12.3	Financial and WPCA Assistance	Cost + F.F.	\$49,800.00
21214	2.12.4	Policies and Procedures Assistance	Cost + F.F.	\$10,000.00
21300	2.13	Bidding Services	Cost + F.F.	\$25,000.00
21400	2.14	Basic Construction Services	Cost + F.F.	\$159,122.67
21500	2.15	Resident Representation	Cost + F.F.	\$396,824.66
	2.16	Special Services During Construction		
21611	2.16.1	Record Drawings	Cost + F.F.	\$15,982.06
21612	2.16.2	Warranty Assistance	Cost + F.F.	\$6,937.36
21613	2.16.3	Prepare Operation & Maintenance Manual	Cost + F.F.	\$11,379.13
21614	2.16.4	Re-advertisement for Bids (as Required)	Cost + F.F.	\$TBD
TOTAL AUTHORIZATION				\$1,360,245.87

* Includes Expenses

Notes:

- 1.) This Fee Summary Schedule 1 is contingent upon the scope of work provided herein beginning in Spring 2018 and being completed by ~~Fall 2019~~ ~~Spring 2020~~ Fall 2023 contingent upon easement and permitting approvals. Delays to the schedule due to events outside of the Engineer's control shall be cause for upward renegotiation of Engineer's fees.
- 2.) Note: **Bold** Items indicate budget modifications

- 3.) Overhead rates applied to the budgets proposed above shall be maintained throughout the duration of the Contract. Overhead rate shall be modified only in the event that there is a decrease.
- 4.) Fuss & O'Neill shall use 2021 rates throughout the duration of the Contract.
- 5.) If man-hours exceed budgets proposed above, hourly rates shall be labor and overhead only (no profit).
- 6.) Budgets proposed above assume 12% profit and no markup on subcontractors or miscellaneous costs.
- 7.) Engineer shall alert stakeholders if there is a significant change of work that needs to be evaluated prior to undertaking it.

**AMENDMENT #2 TO THE AGREEMENT
BETWEEN
OLD LYME SHORES BEACH ASSOCIATION, OLD COLONY BEACH CLUB
ASSOCIATION AND MIAMI BEACH ASSOCIATION
AND
FUSS & O'NEILL, INC.
FOR
PROFESSIONAL SERVICES
CONNECTION TO EAST LYME COLLECTION SYSTEM SHARED INFRASTRUCTURE
IMPROVEMENTS**

IN WITNESS WHEREOF, we have hereunto set our hand on the _____ day of _____, 2021:

The Miami Beach Association,
Board of Governors - Chair

The Old Colony Beach Club Association,
CSA Committee Member

By _____
Duly Authorized

By _____
Duly Authorized

The Miami Beach Association,
CSA Committee Member

The Old Lyme Shores Beach Association,
President

By _____
Duly Authorized

By _____
Duly Authorized

The Old Colony Beach Club Association,
Board of Governors - Chair

The Old Lyme Shores Beach Association,
CSA Committee Member

By _____
Duly Authorized

By _____
Duly Authorized

COST OR PRICE SUMMARY FOR CONNECTICUT DEEP GRANTS

Part I - General					
1.	Grantee: Old Colony Beach Club Association	2. Grant No. CWF # __720D_____			
3,5.	Name and Address of Contractor: Fuss & O'Neill, Inc. 146 Hartford Rd. Manchester, CT 06040	4. Date: February 8, 2021		6. Services to be Furnished: Task 2.7 -Detailed Design - Wastewater Collection Sys. Old Lyme Associations Shared Infrastructure Project	
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	164	\$65.00	\$10,660.00	
	Associate	97	\$56.50	\$5,480.50	
	Project Manager	246	\$48.00	\$11,808.00	
	Senior Engineer II	177	\$46.50	\$8,230.50	
	Senior Engineer I	536	\$41.50	\$22,244.00	
	Engineer III	30	\$33.28	\$998.40	
	Engineer I	216	\$27.10	\$5,853.60	
	CADD Tech III	0	\$40.00	\$0.00	
	Clerical	25	\$28.00	\$700.00	
	Direct Labor Total:				\$65,975.00
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		180.67	\$65,975.00	\$119,197.03	
	Indirect Costs Total:				\$119,197.03
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation	0.545 per mile		\$915.60	
	(2) Per Diem				
	Travel Subtotal			\$915.60	
	b. Equipment, Materials & Supplies				
	Reprographics - See below			\$2,100.00	
	Photos			\$0.00	
	Miscellaneous			\$102.23	
	Equipment Subtotal			\$2,202.23	
	c. Subcontracts				
	Reprographics - WBE BizWiz			\$3,500.00	
	Design QA/QC -Periera LLC. MBE			\$4,000.00	
	Subcontracts Total			\$7,500.00	
	d. Other				
	Miscellaneous				
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$10,617.83
10.	Total Estimated Cost:				\$195,789.86
11.	Profit:				\$32,010.14
12.	Total Price:				\$227,800.00

PART III - CERTIFICATIONS

13a. Has a Federal Agency or a Federally Certified State or Local Agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

- No
- Yes (Name, address, and telephone number of reviewing office)+C35

13b. This summary conforms with the following cost principals:

13c. This proposal is submitted for use in connection with and in response to:

Old Lyme Associations Shared Infrastructure Project

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of February 8, 2021, and that a financial management capability exists to fully and accurately account for the financial transactions under this contract. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

Date of Execution

Signature of Proposer

Vice President, Fuss & O'Neill, Inc.
Title of Proposer

14. Grantee Review

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

Date of Execution

Signature of Reviewer

Title of Reviewer

15. DEEP Review

Date of Execution

Signature of Reviewer

Title of Reviewer

CT CWF 5700-41 form (6/88)

COST OR PRICE SUMMARY FOR CONNECTICUT DEEP GRANTS

Part I - General					
1.	Grantee: Old Colony Beach Club Association	2. Grant No. CWF # __720D_____			
3,5.	Name and Address of Contractor: Fuss & O'Neill, Inc. 146 Hartford Rd. Manchester, CT 06040	4. Date: February 8, 2021			
		6. Services to be Furnished: Task 2.11 -Permitting Assistance Old Lyme Associations Shared Infrastructure Project			
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	80	\$65.00	\$5,200.00	
	Associate	466	\$56.50	\$26,329.00	
	Project Manager	0	\$48.00	\$0.00	
	Senior Engineer I	128	\$42.00	\$5,376.00	
	Senior Engineer I	131	\$41.50	\$5,436.50	
	Engineer III	94	\$33.28	\$3,128.32	
	Engineer I	20	\$27.10	\$542.00	
	CADD Tech III	41	\$40.00	\$1,640.00	
	Clerical	14	\$28.00	\$392.00	
	Direct Labor Total:				\$48,043.82
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		180.67	\$48,043.82	\$86,800.77	
	Indirect Costs Total:				\$86,800.77
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation	0.545 per mile		\$286.13	
	(2) Per Diem				
	Travel Subtotal			\$286.13	
	b. Equipment, Materials & Supplies				
	Reprographics			\$360.00	
	Photos			\$0.00	
	Miscellaneous			\$50.85	
	Equipment Subtotal			\$410.85	
	c. Subcontracts				
	MBE/WBE - A-2 Survey - DPI			\$4,000.00	
	Subcontracts Total			\$4,000.00	
	d. Other				
	Miscellaneous				
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$4,696.98
10.	Total Estimated Cost:				\$139,541.57
11.	Profit:				\$23,158.43
12.	Total Price:				\$162,700.00

PART III - CERTIFICATIONS

13a. Has a Federal Agency or a Federally Certified State or Local Agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

- No
- Yes (Name, address, and telephone number of reviewing office)+C35

13b. This summary conforms with the following cost principals:

13c. This proposal is submitted for use in connection with and in response to:

Old Lyme Associations Shared Infrastructure Project

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of February 8, 2021, and that a financial management capability exists to fully and accurately account for the financial transactions under this contract. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

Date of Execution

Signature of Proposer

Vice President, Fuss & O'Neill, Inc.

Title of Proposer

14. Grantee Review

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

Date of Execution

Signature of Reviewer

Title of Reviewer

15. DEEP Review

Date of Execution

Signature of Reviewer

Title of Reviewer

CT CWF 5700-41 form (6/88)

COST OR PRICE SUMMARY FOR CONNECTICUT DEEP GRANTS

Part I - General					
1.	Grantee: Old Colony Beach Club Association	2. Grant No. CWF # __720C_____			
3,5.	Name and Address of Contractor: Fuss & O'Neill, Inc. 146 Hartford Rd. Manchester, CT 06040	4. Date: February 8, 2021		6. Services to be Furnished: Task 2.14 - Basic CA Services Old Lyme Associations Shared Infrastructure Project	
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	129	\$72.02	\$9,290.58	
	Associate	13	\$64.55	\$839.15	
	Sr. Project Manager	226	\$60.01	\$13,562.26	
	Senior Engineer II	132	\$51.92	\$6,853.44	
	Senior Engineer I	90	\$39.61	\$3,564.90	
	Engineer II	372	\$32.70	\$12,164.40	
	Engineer I		\$29.12	\$0.00	
	CADD Tech III/Inspector	0	\$45.35	\$0.00	
	Clerical		\$29.93	\$0.00	
	Direct Labor Total:				\$46,274.73
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		192.18	\$46,274.73	\$88,930.78	
	Indirect Costs Total:				\$88,930.78
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation per mi.	1,900	0.575	\$1,092.50	
	(2) Per Diem				
	Travel Subtotal			\$1,092.50	
	b. Equipment, Materials & Supplies				
	Reprographics			\$100.00	
	Photos			\$0.00	
	Miscellaneous			\$0.00	
	Equipment Subtotal			\$100.00	
	c. Subcontracts				
	Architect		38 hrs x \$170/hr	\$6,500.00	
	Subcontracts Total			\$6,500.00	
	d. Other				
	Miscellaneous			\$0.00	
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$7,692.50
10.	Total Estimated Cost:				\$142,898.01
11.	Profit:				\$16,224.66
12.	Total Price:				\$159,122.67

PART III - CERTIFICATIONS

13a. Has a Federal Agency or a Federally Certified State or Local Agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

No
 Yes (Name, address, and telephone number of reviewing office)+C35

13b. This summary conforms with the following cost principals:

13c. This proposal is submitted for use in connection with and in response to:

Old Lyme Associations Shared Infrastructure Project

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of February 8, 2021, and that a financial management capability exists to fully and accurately account for the financial transactions under this contract. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

Date of Execution

Signature of Proposer

Vice President, Fuss & O'Neill, Inc.

Title of Proposer

14. Grantee Review

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

Date of Execution

Signature of Reviewer

Title of Reviewer

15. DEP Review

Date of Execution

Signature of Reviewer

Title of Reviewer

CT CWF 5700-41 form (6/88)

COST OR PRICE SUMMARY FOR CONNECTICUT DEEP GRANTS

Part I - General					
1.	Grantee: Old Colony Beach Club Association	2. Grant No. CWF # __720C_____			
3,5.	Name and Address of Contractor: Fuss & O'Neill, Inc. 146 Hartford Rd. Manchester, CT 06040	4. Date: February 8, 2021		6. Services to be Furnished: Task 2.15 - Resident Representative Services Old Lyme Associations Shared Infrastructure Project	
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer		\$72.02	\$0.00	
	Associate		\$64.55	\$0.00	
	Project Manager		\$60.01	\$0.00	
	Senior Engineer II		\$51.92	\$0.00	
	Senior Engineer I	0	\$39.61	\$0.00	
	Engineer II	1480	\$32.70	\$48,396.00	
	Engineer I		\$29.12	\$0.00	
	CADD Tech III/Inspector	1480	\$45.35	\$67,118.00	
	Clerical		\$29.93	\$0.00	
	Direct Labor Total:				\$115,514.00
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		162.18	\$115,514.00	\$187,340.61	
	Indirect Costs Total:				\$187,340.61
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation	3700	0.575 /mi	\$2,127.50	
	(2) Per Diem				
	Travel Subtotal			\$2,127.50	
	b. Equipment, Materials & Supplies				
	Reprographics			\$500.00	
	Photos			\$0.00	
	Miscellaneous				
	Equipment Subtotal			\$500.00	
	c. Subcontracts				
	MBE/WBE - RPR Services		440 hours x \$125/h	\$55,000.00	
	Subcontracts Total			\$55,000.00	
	d. Other				
	Miscellaneous			\$0.00	
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$57,627.50
10.	Total Estimated Cost:				\$360,482.11
11.	Profit:				\$36,342.55
12.	Total Price:				\$396,824.66

PART III - CERTIFICATIONS

13a. Has a Federal Agency or a Federally Certified State or Local Agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

No
 Yes (Name, address, and telephone number of reviewing office)+C35

13b. This summary conforms with the following cost principals:

13c. This proposal is submitted for use in connection with and in response to:

Old Lyme Associations Shared Infrastructure Project

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of February 8, 2021, and that a financial management capability exists to fully and accurately account for the financial transactions under this contract. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

Date of Execution

Signature of Proposer

Vice President, Fuss & O'Neill, Inc.

Title of Proposer

14. Grantee Review

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

Date of Execution

Signature of Reviewer

Title of Reviewer

15. DEP Review

Date of Execution

Signature of Reviewer

Title of Reviewer

CT CWF 5700-41 form (6/88)

COST OR PRICE SUMMARY FOR CONNECTICUT DEEP GRANTS

Part I - General					
1.	Grantee: Old Colony Beach Club Association	2. Grant No. CWF # __720C_____			
3,5.	Name and Address of Contractor: Fuss & O'Neill, Inc. 146 Hartford Rd. Manchester, CT 06040	4. Date: February 8, 2021		6. Services to be Furnished: Task 2.16 - Special Construction Services Old Lyme Associations Shared Infrastructure Project	
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	0	\$72.02	\$0.00	
	Associate	0	\$64.55	\$0.00	
	Project Manager	27	\$60.01	\$1,620.27	
	Senior Engineer II	20	\$51.92	\$1,038.40	
	Senior Engineer I	0	\$39.61	\$0.00	
	Engineer II	130	\$32.70	\$4,251.00	
	Engineer I	0	\$29.12	\$0.00	
	CADD Tech III/Inspector	8	\$45.35	\$362.80	
	Clerical		\$29.93	\$0.00	
	Direct Labor Total:				\$7,272.47
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		192.18	\$7,272.47	\$13,976.23	
	Indirect Costs Total:				\$13,976.23
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation	0.575/mi.		\$0.00	
	(2) Per Diem			\$0.00	
	Travel Subtotal			\$0.00	
	b. Equipment, Materials & Supplies				
	Reprographics			\$500.00	
	Photos			\$0.00	
	Miscellaneous				
	Equipment Subtotal			\$500.00	
	c. Subcontracts				
	MBE/WBE Subcontractor - O&M Man	80 hours @ \$125/		\$10,000.00	
	Subcontracts Total			\$10,000.00	
	d. Other				
	Miscellaneous			\$0.00	
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$10,500.00
10.	Total Estimated Cost:				\$31,748.70
11.	Profit:				\$2,549.84
12.	Total Price:				\$34,298.55

PART III - CERTIFICATIONS

13a. Has a Federal Agency or a Federally Certified State or Local Agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

No

Yes (Name, address, and telephone number of reviewing office)+C35

13b. This summary conforms with the following cost principals:

13c. This proposal is submitted for use in connection with and in response to:

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