

This is **Amendment 6**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 16, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 6

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 16, 2013
- b. Owner: Old Lyme Shores Beach Association WPCA
- c. Engineer: Fuss & O'Neill Inc.
- d. Project: CONNECTION TO EAST LYME COLLECTION SYSTEM AND ADDITIONAL ASSOCIATION IMPROVEMENTS

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: See attached Amendment #6 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 #6 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: \$446,566.49
- e. The schedule for rendering services is modified as follows: See Amendment #6 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 #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5

Attachments:

Amendment #6 to the Agreement Between the Owner and Engineer for Professional Services, including Schedule 1 – Fee Summary – February 9, 2021

3. *Agreement Summary*

a. Original Agreement amount:	\$	<u>\$849,400</u>
b. Net change for prior		
Task Authorizations:	\$	<u>\$33,750</u>
c. This amendment amount:	\$	<u>\$446,566.49</u>
d. Adjusted Agreement amount:	\$	<u>\$1,329,716.49</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 9, 2021

OWNER: OLSBA President

ENGINEER: Fuss & O'Neill

By:

Matthew Merritt

By:

Kurt Mailman

Title: President – OLSBA

Title: Vice President

Date Signed: _____

Date Signed: 2/9/2021

AMENDMENT #6
TO THE AGREEMENT
BETWEEN
OLD LYME SHORES BEACH ASSOCIATION WPCA
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 May 16, 2013 as follows:

Whereas, the OLSBA 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 dated March 13, 2013 (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 that construction administration and resident representative services previously included within the original agreement scope of work have now been budgeted; and,

Whereas, the Owner understands that future services to provide negotiating assistance with Intermunicipal Agreements and the Cost Sharing Agreement will be reimbursed by the Town of Old Lyme under a separate proposal addressed Cost Sharing Agreement members.

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 2.11.2 – Add the following paragraph:

Future services to provide negotiating assistance to modify the original Intermunicipal Agreements between the Cost Sharing Agreement Members and the Town of East Lyme and City of New London to add wastewater flows generated by the Town-controlled Soundview Association and Miscellaneous Area B, the Cost Sharing Agreement, and the Agreement to add the Town to the Cost Sharing Agreement is not included in this scope of services. This additional scope of services shall be captured and reimbursed by the Town of Old Lyme under a separate proposal addressed to the Cost Sharing Agreement members.

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 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 approximately Fall 2022 contingent upon timely authorization of the scope of services provided in Section 2 herein and project permitting.**

ARTICLE 5 – PAYMENT TO THE ENGINEER

Payments for the Resident Representative will be based on an indirect cost rate of ~~467.95~~ **162.18** percent of direct salaries and wages. This rate is subject to annual adjustment as determined by audit and approved by the State of Connecticut.

Section 5.3.3.3 – Revise paragraph as follows: Direct costs include such typical expenses as cost of: transportation, long-distance telephone and telegraph; printing and reproduction; computer time and programming costs; identifiable supplies; outside consultant's charges; subcontracts for services such as testing by commercial laboratories; and charges by reviewing authorities. Automobile mileage will be charged at the IRS approved rate (currently ~~\$0.545~~ **\$0.575** per mile).

1. Modify the following fees and budgets and present in Schedule 1 – Fee Summary (copy attached hereto, including reimbursable expenses):
 1. Reduce Fees for Item 2.11.2 in the amount of \$241.36
 2. Add Fees for Item 2.13 in the amount of \$120,550.22
 3. Add Fees for Item 2.14 in the amount of \$301,787.83
 4. Add Fees for Item 2.15.1 in the amount of \$24,469.80

End of Amendment #6

**OLSBA - CONNECTION TO EAST LYME COLLECTION SYSTEM AND
ADDITIONAL ASSOCIATION IMPROVEMENTS**

**SCHEDULE 1
FEE SUMMARY**

May 16, 2013, Revised September 7, 2018, Revised November 25, 2019, Revised March 27, 2020,
Revised April 24, 2020, Revised February 9, 2021

Task	Item No.	Scope Item	Fee Basis	Cost/Budget*
00211	2.1.1	Aerial mapping & Surveying	Lump Sum	\$91,800.00
00212	2.1.2	Wetlands Delineation	Lump Sum	\$ 9,000.00
00213	2.1.3	Subsurface Investigation	Lump Sum	\$45,400.00
00214	2.1.4	Phase I Archeological Survey	Lump Sum	\$ 7,000.00
02200	2.2	Wastewater Coll. Sys Preliminary Design –	Lump Sum	\$74,000.00
02300	2.3	Roadway Improvements Preliminary Design	Lump Sum	\$43,000.00
02400	2.4	Preliminary Design – Storm Drainage Improv.	Lump Sum	\$34,000.00
02500	2.5	Preliminary Design – Water Main Replacements	Lump Sum	\$35,300.00
02600	2.6	Detailed Design – Wastewater Improvements	Lump Sum	\$134,000.00
02700	2.7	Detailed Design – Roadway Improvements	Lump Sum	\$72,000.00
02800	2.8	Detailed Design – Storm Drainage Improv.	Lump Sum	\$61,200.00
02900	2.9	Detailed Design – Water Main Replacement	Lump Sum	\$63,200.00
21000	2.10	Permitting Assistance	Cost + F.F	\$40,000.00
	2.11	Special Services during Design		
21111	2.11.1	Delineate Well/Water Service Location	Lump Sum	\$22,200.00
21112	2.11.2	Provide IMA Assistance & MOU(s)	Cost + F.F.	\$10,858.64
21113	2.11.3	Prepare A-2 Surveys	Cost + F.F.	\$ 2,500.00
21114	2.11.4	Financial and WPCA Assistance	Cost + F.F.	\$59,000.00
21115	2.11.5	Policies and Procedures Assistance	Cost + F.F.	\$22,600.00
21116	2.11.6	Utility Coordination	Lump Sum	\$ 3,000.00
21200	2.12	Bidding Services	Lump Sum	\$24,500.00
21300	2.13	Basic Construction Services	Cost + F.F.	\$120,550.22
21400	2.14	Resident Representation	Cost + F.F.	\$301,787.83
	2.15	Special Services during Construction		
21511	2.15.1	Record Drawings	Cost + F.F.	\$24,469.80
21512	2.15.2	Warrantee Assistance	Cost + F.F.	\$1BD
21513	2.15.3	Prepare Operation & Maintenance Manual	Cost + F.F.	\$1BD
21514	2.15.4	Re-advertisement for Bids (as Required)	Cost + F.F.	\$1BD
21515	2.15.5	Survey/Stakeout during Water Main Const.	<u>Cost + F.F.</u>	\$11,750.00
21516	2.15.6	Land Acquisition, Survey, Dwgs, Specs.	<u>Cost + F.F.</u>	\$16,600.00

TOTAL AUTHORIZATION **\$1,329,716.49**

* Includes Expenses

NOTES:

- 1.) Task 2.1.1 - Subcontractor fees for topography along Route 156 in the amount of \$14,762 will be shared pursuant to percentages prescribed within the Cost Sharing Agreement April 2016.
- 2.) Task 2.1.3 - Subcontractor fees for subsurface exploration along Route 156 in the amount of \$ 8,320.20 will be shared pursuant to percentages prescribed within the Cost Sharing Agreement

April 2016.

- 3.) Note: **Bold** Items indicate budget modifications
- 4.) 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.
- 5.) Fuss & O'Neill shall use 2021 rates throughout the duration of the Contract.
- 6.) If man-hours exceed budgets proposed above, hourly rates shall be labor and overhead only (no profit).
- 7.) Budgets proposed above assume 12% profit and no markup on subcontractors or miscellaneous costs.
- 8.) Engineer shall alert stakeholders if there is a significant change of work that needs to be evaluated prior to undertaking it.

COST OR PRICE SUMMARY FOR CONNECTICUT DEP GRANTS

Part I - General					
1.	Grantee: Old Lyme Shores Beach Association	2. Grant No. CWF # _____ 645D _____			
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 -Special Services During Design Old Lyme Shores Sewer Extension to East Lyme	
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	13	\$58.00	\$754.00	
	Associate	335	\$50.00	\$16,750.00	
	Project Manager	0	\$47.00	\$0.00	
	Senior Engineer II	3	\$43.00	\$129.00	
	Senior Engineer I	306	\$41.00	\$12,546.00	
	Scientist I	0	\$41.00	\$0.00	
	Engineer I	132	\$24.00	\$3,168.00	
	CADD Tech III		\$33.00	\$0.00	
	Clerical		\$23.00	\$0.00	
	Direct Labor Total:				\$33,347.00
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		192.18	\$33,347.00	\$64,086.26	
	Indirect Costs Total:				\$64,086.26
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation (Personal/Company)	0.565/mi.	0.350/mile	\$433.65	
	(2) Per Diem				
	Travel Subtotal			\$433.65	
	b. Equipment, Materials & Supplies				
	Reprographics			\$202.16	
	Photos			\$0.00	
	Miscellaneous (GPR & Truck Rental)			\$2,800.00	
	Equipment Subtotal			\$3,002.16	
	c. Subcontracts				
	A-2 Survey - MBE Pereira Assoc.			\$2,500.00	
	Subcontracts Total			\$2,500.00	
	d. Other			\$298.65	
	Miscellaneous				
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$5,935.81
10.	Total Estimated Cost:				\$103,369.07
11.	Profit:				\$16,789.57
12.	Total Price:				\$120,158.64

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 Shores Sewer Extension to East Lyme

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

Senior 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 Lyme Shores Beach Association	2. Grant No. CWF # __645C_____			
3,5.	Name and Address of Contractor: Fuss & O'Neill, Inc. 146 Hartford Rd. Manchester, CT 06040	4. Date: January 8, 2021		6. Services to be Furnished: Task 2.13 - Basic CA Services Old Lyme Shores Sewer Extension to East Lyme	
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	70	\$72.02	\$5,041.40	
	Associate	0	\$64.55	\$0.00	
	Project Manager	120	\$60.01	\$7,201.20	
	Senior Engineer II	0	\$51.92	\$0.00	
	Senior Engineer I	0	\$39.61	\$0.00	
	Engineer II	629	\$32.70	\$20,568.30	
	Engineer I	124	\$29.12	\$3,610.88	
	CADD Tech III/Inspector		\$45.35	\$0.00	
	Clerical		\$29.93	\$0.00	
	Direct Labor Total:				\$36,421.78
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		192.18	\$36,421.78	\$69,995.38	
	Indirect Costs Total:				\$69,995.38
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation 1500 mi 0.575/mi.			\$863.00	
	(2) Per Diem				
	Travel Subtotal			\$863.00	
	b. Equipment, Materials & Supplies				
	Reprographics			\$500.00	
	Photos			\$0.00	
	Miscellaneous				
	Equipment Subtotal			\$500.00	
	c. Subcontracts				
				\$0.00	
	Subcontracts Total			\$0.00	
	d. Other				
	Miscellaneous			\$0.00	
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$1,363.00
10.	Total Estimated Cost:				\$107,780.16
11.	Profit:				\$12,770.06
12.	Total Price:				\$120,550.22

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 Shores Sewer Extension to East Lyme

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 January 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 Lyme Shores Beach Association	2. Grant No. CWF # __645C_____			
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 - Resident Representative Services Old Lyme Shores Sewer Extension to East Lyme			
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/Inspector	1220	\$39.61	\$48,324.20	
	Engineer II	1220	\$32.70	\$39,894.00	
	Engineer I		\$29.12	\$0.00	
	CADD Tech III/Inspector SL		\$45.35	\$0.00	
	Clerical		\$29.93	\$0.00	
	Direct Labor Total:				\$88,218.20
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		162.18	\$88,218.20	\$143,072.28	
	Indirect Costs Total:				\$143,072.28
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation	3900	0.575/mi.	\$2,242.50	
	(2) Per Diem				
	Travel Subtotal			\$2,242.50	
	b. Equipment, Materials & Supplies				
	Reprographics			\$500.00	
	Photos				
	Miscellaneous				
	Equipment Subtotal			\$500.00	
	c. Subcontracts				
	MBE/WBE Subcontractor	266 hrs	x \$150/hr	\$40,000.00	
				\$0.00	
	Subcontracts Total			\$40,000.00	
	d. Other				
	Miscellaneous			\$0.00	
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$42,742.50
10.	Total Estimated Cost:				\$274,032.98
11.	Profit:				\$27,754.86
12.	Total Price:				\$301,787.83

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 Shores Sewer Extension to East Lyme

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

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COST OR PRICE SUMMARY FOR CONNECTICUT DEEP GRANTS

Part I - General					
1.	Grantee: Old Lyme Shores Beach Association	2. Grant No. CWF # __645C_____			
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 - Special Construction Services Old Lyme Shores Sewer Extension to East Lyme			
Part II - Cost Summary					
7.	Direct Labor: (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
	Officer	8	\$72.02	\$576.16	
	Associate		\$64.55	\$0.00	
	Project Manager	18	\$60.01	\$1,080.18	
	Senior Engineer II		\$51.92	\$0.00	
	Senior Engineer I		\$39.61	\$0.00	
	Engineer II	35	\$32.70	\$1,144.50	
	Engineer I	155	\$29.12	\$4,513.60	
	CADD Tech III/Inspector		\$45.35	\$0.00	
	Clerical		\$29.93	\$0.00	
	Direct Labor Total:				\$7,314.44
8.	Indirect Costs:	Rate	x Base	Estimated Cost	
		192.18	\$7,314.44	\$14,056.89	
	Indirect Costs Total:				\$14,056.89
9.	Other Direct Costs:			Estimated Cost	
	a. Travel				
	(1) Transportation	0.575/mi.			
	(2) Per Diem				
	Travel Subtotal			\$0.00	
	b. Equipment, Materials & Supplies				
	Reprographics			\$500.00	
	Photos			\$33.91	
	Miscellaneous				
	Equipment Subtotal			\$533.91	
	c. Subcontracts				
				\$0.00	
	Subcontracts Total			\$0.00	
	d. Other				
	Miscellaneous			\$0.00	
	Other Subtotal:			\$0.00	
	Other Direct Costs Total:				\$533.91
10.	Total Estimated Cost:				\$21,905.24
11.	Profit:				\$2,564.56
12.	Total Price:				\$24,469.80

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 Shores Sewer Extension to East Lyme

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