

Item 3

Reallocation of Surplus Proceeds for Projects Previously Approved for Bonding Authority

**A RESOLUTION APPROVING THE REALLOCATION OF SURPLUS PROCEEDS
FOR PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY**

WHEREAS, pursuant to various resolutions adopted by the Representative Town Meeting (“RTM”) of the Town of Fairfield (the “Town”), the Town authorized the issuance of its general obligation bonds and notes for the costs associated with those certain closed capital projects listed on **Exhibit A, Column 1** attached hereto and made a part hereof (the “Closed Projects”); and

WHEREAS, the Town has issued bonds and/or notes for the Closed Projects, and after consideration of grant funds received, if any, and costs incurred for each Closed Project, there exists a collective surplus of bond and note proceeds in the amount of \$1,736,000 related to the Closed Projects (the “Surplus Proceeds”) and a collective shortfall of bond and note proceeds in the amount of \$91,000 related to the Closed Projects as set forth in **Exhibit A, Column 2**; and

WHEREAS, on May 23, 2022, the RTM approved a resolution entitled: “A RESOLUTION APPROPRIATING \$22,701,443 FOR THE COSTS ASSOCIATED WITH PHASE I OF THE AIR CONDITIONING UPGRADE PROJECT AT VARIOUS SCHOOLS, AUTHORIZING GRANTS TO REIMBURSE \$1,116,320 OF SUCH APPROPRIATION AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” (the “2022 Air Conditioning Project”); and

WHEREAS, the Board of Finance has determined it to be in the best interests of the Town to reallocate the Surplus Proceeds as follows: \$91,000 to various other Closed Projects and \$1,645,000 to the 2022 Air Conditioning Project, all as set forth in **Exhibit A, Column 3**; and

NOW THEREFORE, BE IT:

RESOLVED, that the Town hereby authorizes, approves and directs the reallocation of the Surplus Proceeds as follows: \$91,000 to various Closed Projects set forth in **Exhibit A, Column 3**, and \$1,645,000 to the 2022 Air Conditioning Project, as set forth in **Exhibit A, Column 3**.

Exhibit A

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Closed Capital Projects	Bond Proceeds Surplus/(Deficit)	Projects Where Funds Are Reallocated To and From:
Financial Management Software	\$73,000	\$73,000 as follows to: \$22,000 to the Repair/Restoration Penfield Pavilion \$51,000 to the 2022 Air Conditioning Project
Repair/Restoration Penfield Pavilion	(\$73,000)	\$22,000 from the Financial Management Software Project \$51,000 from the Penfield Pavilion Project
Sherman Elementary School Annex	\$18,000	\$18,000 as follows to: \$15,000 to the Osborn Elementary School Annex Project \$3,000 to the Roof Projects
Osborn Elementary School Annex	(\$15,000)	\$15,000 from the Sherman Elementary School Annex Project
Roof Projects	(\$3,000)	\$3,000 from the Sherman Elementary School Annex Project
Stratfield Renovations	\$454,000	\$454,000 to the 2022 Air Conditioning Project
Metro Train Station	\$371,000	\$371,000 to the 2022 Air Conditioning Project
Penfield Pavilion	\$51,000	\$51,000 to the Repair/Restoration Penfield Pavilion Project
Sherman Renovation/Upgrades	\$179,000	\$179,000 to the 2022 Air Conditioning Project
Fairfield Ward High School Roof	\$91,000	\$91,000 to the 2022 Air Conditioning Project
Riverfield Improvement and Expansion Renovations	\$321,000	\$321,000 to the 2022 Air Conditioning Project
Osborn Hill Remediation	\$178,000	\$178,000 to the 2022 Air Conditioning Project
	Total Surplus: \$1,736,000	
	Total Deficit: (\$91,000)	
	\$1,645,000	Total Reallocated to the 2022 Air Conditioning Project

Item 4

WPCA Finances and Operations

Item 4a

Budget Reconciliation

WPCF FY2024 Budget Reconciliation
(000's omitted)

		FY23	FY24	Variance	Variance %
Department 130					
	Total Department	\$ 6,885	\$ 8,676	\$ 1,791	26.0%
51010	Regular Payroll	\$ 1,659	\$ 1,798	\$ 139	8.4%
51050	Overtime	\$ 170	\$ 203	\$ 33	19.4%
52100	Health- Self Insured	\$ 626	\$ 570	\$ (56)	-8.9%
52105	OPEB	\$ 315	\$ 336	\$ 21	6.7%
52200	Social Security	\$ 136	\$ 149	\$ 13	9.6%
Total Payroll		\$ 2,906	\$ 3,056	\$ 150	5.2%
54010	Contracted Property Services	\$ 143	\$ 233	\$ 90	62.9%
54310	Maint Repair Equipment	\$ 250	\$ 670	\$ 420	168.0%
56140	Special Dept Supplies	\$ 386	\$ 531	\$ 145	37.6%
58600	Redemption of Bonds	\$ 262	\$ 428	\$ 166	63.4%
58610	Interest Expense	\$ 156	\$ 239	\$ 83	53.2%
59500	Authorized Appropriations	\$ -	\$ 734	\$ 734	
Total Variance		\$ 4,103	\$ 5,891	\$ 1,788	43.6%

Item 4b

WPCA 10 Year - Assumptions

Assumptions

User Fees % per year	8.7%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
I&I Fees % per year	5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Department Expenses plus 3% a year										
\$2M Fund reserve										
Bond Servicing 20 years at 3.5%										

General Information

Commercial users	745
Residential Users	13,247
Residential < 30 CCF	2,873
Total	16,865

Theoretical

Assumes no grants, no Town Contribution
\$150 surcharge per residential
\$250 Surcharge Commercial

Item 4c

WPCA 10-Year Projection

WPCA 10 Year Projection

Dated 2/28/2023

(000's Omitted)

Version 9

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenue/Income Sources												
User Fees	\$ 6,879	\$ 7,567	\$ 8,222	\$ 8,469	\$ 8,723	\$ 8,984	\$ 9,254	\$ 9,532	\$ 9,818	\$ 10,112	\$ 10,415	\$ 10,728
Sewer Permit Fees	\$ 15	\$ 15	\$ 15	\$ 15	\$ 20	\$ 20	\$ 20	\$ 25	\$ 25	\$ 25	\$ 30	\$ 30
FOG Permit Fees	\$ 18	\$ 12	\$ 12	\$ 13	\$ 15	\$ 16	\$ 18	\$ 19	\$ 21	\$ 23	\$ 26	\$ 28
I&I Fees	\$ 218	\$ 470	\$ 494	\$ 518	\$ 544	\$ 571	\$ 600	\$ 630	\$ 661	\$ 694	\$ 729	\$ 766
Septage	\$ 3	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10
Topsoil Revenue	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Prior Year Collections	\$ 340	\$ -	\$ 100	\$ 140	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Interest Income on Fund Balance	\$ 198	\$ 231	\$ 266	\$ 214	\$ 158	\$ 62	\$ 62	\$ 62	\$ 62	\$ 62	\$ 62	\$ 62
Lien Revenue	\$ 27	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Nitrogen Credit	\$ 51	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
Misc Revenue	\$ 6											
Total	\$ 7,775	\$ 8,395	\$ 9,209	\$ 9,469	\$ 9,760	\$ 9,953	\$ 10,253	\$ 10,568	\$ 10,887	\$ 11,217	\$ 11,562	\$ 11,914
			9.7%	2.8%	3.1%	2.0%	3.0%	3.1%	3.0%	3.0%	3.1%	3.0%
Additional Potential Income												
Grants												
Capital Surcharge -Residential												
Capital Surcharge - Commercial												
Town Contribution												
Total Potential	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total All Revenue/ Income Sources	\$ 7,775	\$ 8,395	\$ 9,209	\$ 9,469	\$ 9,760	\$ 9,953	\$ 10,253	\$ 10,568	\$ 10,887	\$ 11,217	\$ 11,562	\$ 11,914
Estimated Department Expenses												
		\$ 6,646	\$ 6,845	\$ 7,051	\$ 7,262	\$ 7,480	\$ 7,705	\$ 7,936	\$ 8,174	\$ 8,419	\$ 8,672	\$ 8,932
Non Capital Spend -(See Non- Cap Tab)		\$ 2,330	\$ 1,665	\$ 250	\$ 300	\$ 600	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
Bond Servicing-(See Capital Projects Tab)		\$ 238	\$ 945	\$ 2,056	\$ 2,788	\$ 3,178	\$ 5,358	\$ 6,185	\$ 7,012	\$ 7,839	\$ 8,666	\$ 10,459
Total Need		\$ 9,214	\$ 9,455	\$ 9,357	\$ 10,350	\$ 11,258	\$ 13,863	\$ 14,921	\$ 15,986	\$ 17,058	\$ 18,138	\$ 20,191
Surplus / (Deficit)		\$ (819)	\$ (247)	\$ 113	\$ (591)	\$ (1,305)	\$ (3,609)	\$ (4,353)	\$ (5,099)	\$ (5,841)	\$ (6,575)	\$ (8,277)
Effect on Fund Balance												
WPCA Fund Balance , Opening		\$ 12,500	\$ 9,681	\$ 9,434	\$ 9,547	\$ 8,956	\$ 7,651	\$ 4,042	\$ (311)	\$ (5,409)	\$ (11,251)	\$ (17,826)
Initial Reserve		\$ 2,000										
WPCA Fund Balance, Closing		\$ 9,681	\$ 9,434	\$ 9,547	\$ 8,956	\$ 7,651	\$ 4,042	\$ (311)	\$ (5,409)	\$ (11,251)	\$ (17,826)	\$ (26,103)

Item 4d

I & I Rate Increases

I&I Fee As of August 15, 2022

Current Fee assessment

Agreed Fee Assessment (in Yellow)

Residential Single Family

74 gal times 2.61 People =193.14 gal/ per day

193.14 gal times \$22.00 equals \$4250

	Rate	Fee
5%	23.10	\$ 4,462
10%	24.20	\$ 4,674
15%	25.30	\$ 4,886
25%	27.50	\$ 5,311

One Bedroom / Studio Unit

74 gal times 2.25 People =167.0 gal/ per day

167 gal times \$22.00 equals \$3674

	Rate	Fee
5%	23.10	\$ 3,858
10%	24.20	\$ 4,041
15%	25.30	\$ 4,225
20%	26.40	\$ 4,409
25%	27.50	\$ 4,593

Two Bedroom Unit

74 gal times 2.61 People =193.14 gal/ per day

193.14 times \$22.00 equals \$4250

	Rate	Fee
5%	23.10	\$ 4,462
10%	24.20	\$ 4,674
15%	25.30	\$ 4,886

Three Bedroom Unit

74 gal times 3.915 People =289.71 gal/ per day

289.71 times \$22.00 equals \$6373.62

	Rate	Fee
5%	23.10	\$ 6,692
10%	24.20	\$ 7,011
15%	25.30	\$ 7,330

Item 4e

Sewer Rate Options

WPCA Statistics (2023/2024 Sewer Rate)

Dated 1/15/2023

	Users	Consumption	Rate	Average
Commercial	745	345,667	4.85	463.98
Residential	13,247	1,072,231	4.85	80.94
Residential < 30 CCF	2,873	86,190	150.00	30.00
Total	16,865	1,504,088		89.18

Target **\$7.6M**
Current **\$ 4.85**

\$5.00 Scenario	3%	
Commercial	\$	1,728,335
Residential	\$	5,361,155
Fixed Residential	\$	430,950
Total	\$	7,520,440

\$5.05 Scenario	4%	
Commercial	\$	1,745,618
Residential	\$	5,414,767
Fixed Residential	\$	430,950
Total	\$	7,591,335

\$5.10 Scenario	5%	
Commercial	\$	1,762,902
Residential	\$	5,468,378
Fixed Residential	\$	430,950
Total	\$	7,662,230

\$5.15 Scenario	6%	
Commercial	\$	1,780,185
Residential	\$	5,521,990
Fixed Residential	\$	430,950
Total	\$	7,733,125

\$5.20 Scenario	7%	
Commercial	\$	1,797,468
Residential	\$	5,575,601
Fixed Residential	\$	430,950
Total	\$	7,804,020

\$5.25 Scenario	8%	
Commercial	\$	1,814,752
Residential	\$	5,629,213
Fixed Residential	\$	430,950
Total	\$	7,874,915

Item 4f

Other Town Sewer Charges

Sample of Connecticut Towns Sewer Use Charges

Dated January 2023

Fairfield (Average residential user pays \$392, Avg Commercial user pays \$2250)

- \$4.85 / CCF

Derby (Average household pays \$400 per year plus \$257)

- Residential - \$257 Capital fee plus .80/gal consumption
- Commercial - \$257 Capital fee plus \$4.00 per gallon
- Capital Improvements in 2014 Pump Station and Plant (\$31.2M)

Canton & Coventry

- Residential - \$400 flat fee
- Commercial - \$4.18 per CCF (minimum \$400)
- \$4000 per connection per EDU (equivalent dwelling unit)

Bridgeport

- \$6.527/CCF

Stamford

- \$5.33 / CCF

Trumbull

- Residential - \$6.292 /CCF plus \$33 /qtr. for maintenance
- Commercial - \$6.948/ CCF plus \$34 qtr.

Stratford

- \$484 per year flat

Suffield

- \$370 per year flat

Norwalk

Residential

- Single Family \$382
- 2 Family \$764
- 3 Family \$1146
- 4 Family \$1528
- Apartment/ Condo \$382
- In-Law \$191

Commercial

- Up to 110,000 gallons -\$546
- Greater than 110,000 gallons - \$546 plus \$9.87/1000 for usage over \$110,000

Note:

1 CCF equals 748 gallons

Items 5-6

East Trunk Wetlands Crossing Project

Resolution – 20 Years

Supplemental Resolution

14 Points

Price Increase Reasons

20 YEAR

A RESOLUTION APPROPRIATING \$6,250,000 FOR COSTS ASSOCIATED WITH THE INSPECTION AND CONSTRUCTION PHASE OF THE EAST TRUNK WETLANDS CROSSING PROJECT, AUTHORIZING A GRANT TO REIMBURSE \$750,000 OF SUCH APPROPRIATION AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$5,500,000 TO FUND THE BALANCE OF SUCH APPROPRIATION.

WHEREAS, the Town of Fairfield, Connecticut (the “Town”) seeks to appropriate \$6,250,000 for the costs associated with the inspection and construction phases of the East Trunk Wetlands Crossing Project (the “Appropriation”); and

WHEREAS, the Appropriation shall be funded by several sources including: 1) \$750,000 in grant funds from the State of Connecticut’s Urban Act Grant Program (the “Grant”); and 2) \$5,500,000 in bonds issued by the Town (the “Bonds”); and

WHEREAS, the Town seeks to authorize the Appropriation, to negotiate and accept the terms of the Grant and the Bonds in an amount not to exceed \$5,500,000; and

WHEREAS, while the Town is liable for the debt service on the Bonds, for internal accounting purposes, it is appropriate that all costs of the Project including debt service on the Bonds be allocated to, and reimbursed to the Town by, the Water Pollution Control Authority (the “WPCA”); and

WHEREAS, simultaneously herewith, the Town shall secure approval of a Supplemental Resolution providing that all debt service on the Bonds shall be paid by the WPCA from its own funds as such debt service becomes due and the obligation of the WPCA shall be set forth in a memorandum of understanding with the Town satisfactory to the First Selectwoman; and

NOW, THEREFORE, IT IS HEREBY:

RESOLVED:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the “Town”) hereby appropriates the sum of Six Million Two Hundred Fifty Thousand and 00/100 Dollars (\$6,250,000) for costs of the inspection and construction phase of the East Trunk Wetlands crossing project, including but not limited to, the costs to replace the existing sanitary sewer pipe with a new pipe along the same alignment within an embankment across the Ash Creek Inlet wetlands adjacent to the Metro Center, and all related design, environmental inspection, administrative, financing, legal, contingency and other soft costs (the “Project”).
2. The First Selectwoman is hereby authorized and directed to negotiate and accept the terms of a state grant under the Urban Act Grant Program in the amount of Seven Hundred Fifty Thousand and 00/100 (\$750,000) Dollars to fund a portion of the Project (the “Grant”). The First Selectwoman is also hereby authorized to enter into, on behalf of the Town, a

Grant agreement or other document memorializing the terms of the Grant and to take all action necessary or reasonably required to carry out, give effect and consummate such Grant including executing on behalf of the Town such documents, agreements, contracts and certificates as deemed to be necessary or advisable by the First Selectwoman.

3. As recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000) to fund the balance of the appropriation and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
4. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.
5. The First Selectwoman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.

6. The First Selectwoman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
7. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
8. The Committee is further authorized to make temporary borrowings as authorized by the Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Statutes. Notes evidencing such borrowings shall be signed by the First Selectwoman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
9. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of

the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.

10. The First Selectwoman, Chief Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
11. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Statutes and the laws of the United States.
12. The First Selectwoman or other proper Town official is authorized to apply for and accept any available State or Federal grant, in addition to the Grant as defined in paragraph 2 herein, in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the Bonds or the Town's receipt of such grant or contribution.

SUPPLEMENTAL RESOLUTION

WHEREAS, the Town of Fairfield (the “Town”) has adopted at the request of the Water Pollution Control Authority (“WPCA”) a Resolution entitled “A RESOLUTION APPROPRIATING \$6,250,000 FOR COSTS ASSOCIATED WITH THE INSPECTION AND CONSTRUCTION PHASE OF THE EAST TRUNK WETLANDS CROSSING PROJECT, AUTHORIZING A GRANT TO REIMBURSE \$750,000 OF SUCH APPROPRIATION AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$5,500,000 TO FUND THE BALANCE OF SUCH APPROPRIATION” (the “Resolution”); and

WHEREAS, the Resolution appropriates \$6,250,000 (the “Appropriation”) for costs associated with the inspection and construction phases of the East Trunk Wetlands Crossing Project (the “Project”); and

WHEREAS, the Appropriation shall be funded by several sources including: 1) \$750,000 in grant funds from the State of Connecticut’s Urban Act Grant Program (the “Grant”); and 2) \$5,500,000 in bonds issued by the Town (the “Bonds”); and

WHEREAS, the Resolution authorizes the Appropriation, the negotiation and acceptance of the terms of the Grant and authorizes the Bonds in an amount not to exceed \$5,500,000; and

WHEREAS, while the Town is liable for the debt service on the Bonds, for internal accounting purposes, it is appropriate that all costs of the Project including debt service on the Bonds be allocated to, and reimbursed to the Town by, the WPCA; and

WHEREAS, the WPCA has agreed to pay for the costs of the Project and the debt service on the Bonds authorized by the Resolution; and

NOW, THEREFORE, IT IS HEREBY:

RESOLVED,

- 1) That the debt service on the Bonds as such debt service becomes due shall be paid by the WPCA from its own funds and the obligation of the WPCA shall be set forth in a memorandum of understanding (the “MOU”) with the Town satisfactory to the First Selectwoman; and
- 2) That the First Selectwoman is hereby authorized to execute the MOU on behalf of the Town.

East Trunk Sewer Metro Wetlands Crossing – Construction/Inspection Phase

Project cost - \$ 6,250,000

Grant – \$ 750,000 CDBG Grant

Town Share – \$ 5,500,000 in bonding

1. **BACKGROUND** – East Trunk Sewer Wetlands Crossing project will replace approximately 311 linear feet of existing 33” sanitary sewer pipe with a new 36” pipe along the same alignment within an embankment across the Ash Creek Inlet wetlands adjacent to the Metro Center. This project will reduce Inflow & Infiltration (I&I), reduce Sewer System Overflows (SSO), and increase capacity for future development. Design services for this project were awarded to D&B Engineers in April 2021. Construction Plans are completed., Permits have been obtained to start construction.
2. **PURPOSE** – To replace a portion of sewer main that carries about 2/3 of Town sewer flows to the WPCF plant. The new 36 inch line will expand capacity for Metro Center development and provide necessary improvements to the system.
3. **DESCRIPTION OF PROPOSAL** -The request includes Construction of the sewer, design services during construction, specialized inspections, environmental inspection, and general daily inspections.
4. **RELIABILITY OF COST ESTIMATE** – This estimate is based on the latest information of the design consultant for construction and inspection costs are based on number of days for anticipated construction. (13-16 months) Using 16 month as worst case scenario.
5. **INCREASED EFFICENCY AND PRODUCTIVITY** – same as number 2.
6. **ADDITIONAL LONG RANGE COST** – Cost to complete the pipe replacement will depend on actual contract bids and final field conditions.
7. **ADDITIONAL USE OR DEMAND ON EXISTING FACILITES** – increased capacity in sewer line. New line should have significantly less maintenance than current line.
8. **ALTERNATES TO THIS REQUEST** – None, Town might be liable for additional Sanitary Sewer Overflows and future development could be severely limited.
9. **SAFETY AND LOSS CONTROL** – Environmental conditions will improve with project.
10. **ENVIRONMENTAL CONSIDERATIONS** –are listed in construction bid documents (plans and specifications). Town must hire Licensed Environmental Professional and perform specialized inspections throughout the project per (IBC) building codes.

11. INSURANCE – Consultant will be required to carry the necessary insurance as directed by the Town of Fairfield Purchasing Department.
12. FINANCING – \$750,000 grant that was extended and transferred from another East Trunk sewer project. The Town Share is anticipated to be \$ 5,500,000 in GO Bonds. Debt service on the bonded amount will be paid from the WPCA operating budget.
Project has been listed on Capital Waterfall (5 year planning document) for some time now.
13. OTHER CONSIDERATIONS – None
14. APPROVALS – WPCA Oct 19, 2022 and Nov 2, 2012
 BOS Feb 2023
 BOF Feb 2023
 RTM Feb 2023

EAST TRUNK METRO WETLANDS (SEWER) reasons for price increase

\$2.4M estimate was before soil testing was performed Dec 2022

Come from East side – coming in and destroying property must repair

S.O.E Support of Excavation – Keep existing piles – revised Soldier piles- deeper based on soil testing/borings

\$3M Keeping the existing line operational and building an adjacent sewer bypass

While concurrently constructing new line in the same place.

Construct – Depth soldier piles

Unit price S.O.E. per LF

Cost estimator “really good record” usually higher than bids coming in but caution prices going up

Dewatering number in mind ground water result w soil – increase

Bypass- Godwin equipment (2x17 operation stand by pumps)

Was 360k—now 1.1 M based on recent contractor estimate

RESTORATION OF WETLAND ARES- Ok with property owners- Saves Money/cost

REASONS FOR PRICE INCREASE

Supplemental parallel pipe design was rejected

Embankment and weir plus wetland disturbance

Based on concept by D&B

1.4 M was placeholder before any-tests, design, permits,

Based on previous general sewer estimates –adjustment for working in wetlands

Why 2.4M (30percent Design Stage) to 6.25M (Location of Cap)

- Boring results

- Underground, underwater, under the liner (E.C.)

- 15' or more depth excavation

- Dewatering process much more complicated than anticipated, using Frac Tanks

- Includes Micro Piles-6' on center/Solder pile

(Originally was to use existing piles or was to reuse existing piles underground- based on field testing

Card- but now to replace timber piles with soldier piles)

- Consistency

- Design revision? Provide detailed design

- Labor rates

- Cost of materials

- Schedule- Originally Engineering thought 8 months- based on initial concept.

The consulting Engineer revised and timeline to 13-16 months.

TECHNICAL MEMORANDUM

TO: William Hurley, P.E.
Water Pollution Control Authority (WPCA)
Town of Fairfield

FROM: D&B Engineers and Architects, P.C.

DATE: February 1, 2023

SUBJECT: East Trunk Sewer Wetland Crossing
D&B Project No. 5618

Background

The East Trunk Sewer Wetland Crossing project consists of the replacement of approximately 311 linear feet of a 33-inch RFC sewer pipe installed within an embankment across the Ash Creek Inlet. This embankment is approximately 16 feet wide with side slopes armored with riprap. The section of sewer which is crossing the inlet is approximately 176 linear feet and is supported on pile foundations. This foundation consists of 22 pile bents spaced eight feet center to center with each pile bent consisting of two timber piles. The pile length is not known, and the remainder of the sewer is supported by the soil subgrade.

Installation Technologies and Alignment

Several replacement technologies and two alignment options were considered in the development of the design and summarized in the *Project Investigation and Analysis Report*, May 2022. The installation technologies included microtunneling and pipe bursting. The alignment options included the installation of the replacement pipe within the same sewer alignment and on an offset alignment.

Microtunneling is a trenchless method of pipe installation by jacking the pipe behind a Microtunneling Boring Machine (MTBM) that provides continuous support to the excavated face and the tunnel bore. Microtunneling was not recommended as an installation method along the same alignment due to interference with the existing pipe support system, and on an offset alignment due to the limited space within the embankment, shallow installation (requiring ground improvement), and potential presence of bedrock obstruction.

Pipe bursting was also considered to avoid significant excavation and dewatering. Pipe bursting involves utilizing a hydraulic or pneumatic expansion head which is inserted into the existing pipeline. The bursting tool is passed through the existing pipe which pushes the pipe radially outwards until it breaks apart which creates space for the new pipe. The bursting tool then pulls the new pipeline behind it which fills the space created by the demolition of the old pipeline. As pipe diameters increase, the energy required for the pipe bursting tool also increases and more ground movement occurs. Installation of the pipe utilizing the bursting method will require significant forces due to the size of the pipe and increase drag due to existing soil conditions (dense materials located in groundwater). In addition, the pile bent tying the sewer pipe to the piles will interfere with the pipe bursting process. Lastly, as the soil expands radially outwards, the center line of the new pipe invert will change which will impact the hydraulic conditions. Based on the reasons stated above pipe bursting was not recommended for this project.

The replacement of the sewer within a parallel offset alignment was evaluated and based on the size of the existing earth fill embankment which crosses the Ash Creek Inlet there is not enough room to install the pipe without major modifications to the embankment. Other impacts noted for a parallel offset alignment to install a new 36-inch pipe include the addition of two new sewer manholes, encroachment onto existing pond, interference with existing pedestrian bridge, the need for additional easement and greater environmental impacts.

As trenchless technologies were not feasible for pipe replacement the installation of the larger 36-inch pipe is proposed to be completed within the same alignment as the existing pipe and via open cut methods. The recommended support of excavation is drilled soldier piles socketed into the bedrock. The soldier piles would then be utilized to support the new sewer pipe which would avoid the need to install additional foundation piles.

Cost Impacts

A preliminary construction cost was provided by D&B in late November of 2021 for budgeting purposes, as requested by the WPCA for Capital Planning workshop. Only preliminary information was available at the time this cost was provided. The estimate was completed based on a design concept that included the replacement of the sewer pipe within the same alignment, and the use of soldier piles as support of excavation. The preliminary cost provided was \$2.4 Million. The cost included the items detailed below. Contingency was added to the items, but no

cost was added for escalation, general conditions or overtime. A summary of the cost is shown below.

Preliminary Cost Item		Cost
RCP Pipe	\$	145,600
Connection to manholes	\$	39,000
SOE (soldier pile and lagging)	\$	1,018,549
Dewatering	\$	325,000
Excavation	\$	83,200
Excavation and disposal (contaminated soil)	\$	198,900
Clean soil	\$	13,867
Foundation Testing	\$	130,000
Wetland restoration	\$	97,500
Temporary Bypass Pumping	\$	364,000
	\$	2,415,616

Following the completion of the detailed design a construction cost was completed. Information collected from the subsurface investigation, the topographical survey and additional details found on as-built drawings and reports impacted the basis of the concept design. Some of the information that impacted the design and construction cost included:

1. Soil conditions resulting in deeper and closer and more numerous piles than anticipated.
2. Dewatering quantities calculated based on groundwater measures
3. Longer construction duration impacting dewatering and bypass
4. Wetland restoration and permitting requirements as per meeting with DEEP and ACOE
5. Construction access impacting size of construction equipment and additional restoration
6. Special care with the Environmental Liner (location confirmed with the DEEP and field investigated by Town Engineering).

The result was a construction cost estimate of \$5.5 Million. The increase in construction cost is also a result of the impact the unprecedented inflation had on materials and labor and the addition of an escalation factor to the midpoint of construction. Other items not specifically included in the conceptual cost were general conditions, overhead and profit, escalation, overtime, bond and insurance.

The table below includes the specific design items, the reason they were impacted and the additional cost.

Add-ons	Reason	
Cradle & support beams	soil conditions results and advancement of design	\$ 217,800
Site access	construction difficult bringing equipment via the west side	\$ 79,200
SOE Installation	Deeper installation, additional more robust piles - soil conditions	\$ 1,276,451
Dewatering	Longer construction duration	\$ 152,000
Wetland Restoration	Erosion control and Plantings	\$ 107,700
Bypass pumping	Longer construction duration 24x7 operation, redundant pumping	\$ 1,083,470
		\$ 2,916,621

See other correspondence regarding construction administration, construction inspection and special inspections.

Nasco Construction

Project Summary

10/19/2022

Rev 2/1/2023

**TOWN OF FAIRFIELD, CT - DIVISION OF SANITATION
EAST TRUNK SEWER WETLAND CROSSING
CONCEPTUAL ESTIMATE**

Project name 22-0297

Estimator JF / PS

Labor rate table CT PW FAIRFIELD 23

Equipment rate table EQUIP2022

Report format Summary

Estimate Notes
TOWN OF FAIRFIELD, CT - DIVISION OF SANITATION
EAST TRUNK SEWER WETLAND CROSSING
CONCEPTUAL ESTIMATE

1. The estimating software that was utilized was Sage Estimating Version 20.1 for detailed back-up estimate and Excel for estimate summaries. Additionally R.S. Mean's data bases and historical databases were utilized for material pricing and labor/equipment productivity rates.
2. Pricing in the estimate is based on crew pricing in which individual line items are assigned a crew and a production rate for that crew. Each crew is comprised of individual resources (labor & equipment).
3. Labor rates are based on Prevailing Wage Rates as published by Connecticut Department of Labor for the period beginning July 2022. These labor rates (base rates and supplemental rates) including payroll taxes and insurance were loaded into the Sage Estimating database rate tables for use in this estimate. Equipment rates are based on R.S. Means 2022 equipment rate tables.
4. The estimate was developed in general accordance with guidelines established by the Association for the Advancement of Cost Estimating International (AACEI) and is most accurately described as a Class 4 cost estimate. A detailed description of the estimate class is provided below.

AACE International CLASS 4 Cost Estimate – Class 4 estimates are generally prepared based on limited information and subsequently have fairly wide accuracy ranges. Typically, engineering is 1% to 15% complete. They are typically used for project screening, determination of feasibility, concept evaluation, and preliminary budget approval. Virtually all Class 4 estimates use stochastic estimating methods such as cost curves, capacity factors, and other parametric and modeling techniques. Expected accuracy ranges are from –15% to –30% on the low side and +20% to 50% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination. Ranges could exceed those shown in unusual circumstances. As little as 20 hours or less to perhaps more than 300 hours may be spent preparing the estimate depending on the project and estimating methodology (AACE International Recommended Practices and Standards).
5. The estimate is based on a single prime lump sum contract. Notice to proceed is anticipated to be December of 2022 with 16 month duration to substantial completion.
6. The estimate is based on crews working 8 hours day, 5 days per week. There is no planned use of overtime included in this estimate, although an allowance of 5% allocated to labor costs has been included for "incidental overtime".
7. Labor productivity is based on R.S. Means and historical in house production rates. Constraints due to construction sequencing and site conditions have been included in the individual line item's productivity rates
8. Escalation is calculated from October 2022 to a mid-point of construction of August 2023 at 5% per annum compounded.
9. Due to recent increases/fluctuations in construction materials a 10% contingency factor has been added to estimate

Estimate Notes

**TOWN OF FAIRFIELD, CT - DIVISION OF SANITATION
EAST TRUNK SEWER WETLAND CROSSING
CONCEPTUAL ESTIMATE**

10. Estimate is based on the following:
 - Conceptual Documents, Dated August, 2022
11. The Followings in Not Included in estimate:
 - Professional/design fees
 - Construction management fees
 - Taxes (Except Sales Tax on Equipment, Construction Aides)
 - Financing costs
 - Permits
 - Construction Contingency (Management Reserve)

Summary

**TOWN OF FAIRFIELD, CT - DIVISION OF SANITATION
EAST TRUNK SEWER WETLAND CROSSING
CONCEPTUAL ESTIMATE**

TOTAL, LUMP SUM	\$5,250,380
BID FORM ALLOWANCES & UNIT PRICES (ALLOW 5% OF LUMP SUM COST)	\$262,519
TOTAL ANTICIPATED PROJECT COST	\$5,512,899

Estimate Totals
TOWN OF FAIRFIELD, CT - DIVISION OF SANITATION
EAST TRUNK SEWER WETLAND CROSSING
CONCEPTUAL ESTIMATE

Description	Rate	Amount
<u>LUMP SUM</u>		
Labor		770,439
Material		826,406
Equipment		1,323,320
Other		13,500
Subtotal		2,933,665
General Conditions	20.00%	586,733
Subtotal		3,520,398
Incidental Overtime Allowance (Calculated On Labor)	5.00%	38,522
Small Tools (Calculated On Labor)	5.00%	38,522
Equipment Sales Tax (Calculated On Equipment)	8.63%	114,136
Material Cost Bidding Contingency (Calculated on Material)	10.00%	82,641
Subtotal		3,794,219
Escalation	3.73%	141,524
Subtotal		3,935,743
Contractor Overhead	10.00%	393,574
Subtotal		4,329,318
Contractor Profit	10.00%	432,932
Subtotal		4,762,249
Design Contingency	5.00%	238,112
Subtotal		5,000,362
Bonds & Insurance	5.00%	250,018
Subtotal		5,250,380
LUMP SUM, TOTAL		\$5,250,380
BID FORM ALLOWANCES & UNIT PRICES (ALLOW 5% OF LUMP SUM COST)		\$262,519
TOTAL ANTICIPATED PROJECT COST		\$5,512,899



D&B ENGINEERS AND ARCHITECTS

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Robert L. Raab, P.E., BCEE, CCM
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Senior Vice President

Joseph H. Marturano
Senior Vice President

November 2, 2022

William Hurley, P.E., Engineering Manager
Town of Fairfield
Fairfield Engineering Department
725 Old Post Road
Fairfield CT 06824

Re: Letter Proposal for Design Services during Construction and
Construction Management Services for the Town of Fairfield East
Trunk Sewer Wetland Crossing Project
D&B No. 5618

Dear Mr. Hurley:

D&B Engineers and Architects (D&B) is pleased to submit this Letter Proposal for Professional Engineering Services required to provide Design Services During Construction (DSDC), Construction Management (CM) and Inspection Services for the Town of Fairfield East Trunk Sewer Wetland Crossing.

The subject property is located in the vicinity of the Fairfield Metro Center Site which is located at 219 Ash Boulevard in Fairfield, Connecticut. During the period from 1940 to 1986 the site was owned and operated by either the Bullard Company or Best Cast and experienced significant contamination from utilization as a sand-casting foundry. Numerous soil and groundwater investigations and associated remediation activities have occurred on site as greater than 50% of the site was covered by casting sands.

Project Background:

D&B understands that the primary construction items include work associated with the excavation, demolition and removal of the existing 33-inch reinforced concrete gravity sewer, the installation and connection of a new 36-inch reinforced concrete gravity sewer pipe and the construction of a new precast reinforced manhole. The selected contractor will be required to complete their work within sixteen (16) months from the Notice to Proceed. The Town is now seeking a professional engineering consultant to provide design services during construction, construction administration, management and fulltime inspection services related to this work. D&B's proposal is based on our previous design experience on the project, review of the information provided by the Town, and internal technical discussions regarding projects with similar conditions.

William Hurley, P.E., Engineering Manager
Town of Fairfield
Fairfield Engineering Department
November 2, 2022

Scope of Work:

Design Services during Construction (DSDC)

D&B proposed to perform the following tasks associated with Design Services during Construction (DSDC)

1. D&B and their subconsultants will verify and approve samples, schedules, shop drawings and other submissions for conformance with information given in the Contract Documents. In addition, D&B will prepare responses to address Requests for Information from the Contractor.
2. D&B and their subconsultants will consult with the Town of Fairfield prior to the preparation of any change order documents requested by the Contractor. D&B will prepare the change order(s) accordingly and submit them to the Town of Fairfield for their review and approval.
3. D&B and their subconsultants will be available for conference calls, meetings and make site visits as requested. It is assumed that D&B would perform six (6) site visits throughout the project duration.

Construction Management Services (CM)

1. D&B and their subconsultants will provide construction management and inspection services related to the Town of Fairfield East Trunk Sewer Wetland Crossing Project and will include but not be limited to the following items:
 - a. Identify scheduled work assignments, contractors on-site and overall site conditions
 - b. Record contractor hours on the job site, number of contractor's work force, name of foreman and list of equipment used.
 - c. Record site conditions i.e., weather conditions/factors
 - d. Monitor change order work
 - e. Record list of visitors to the job site
 - f. Detail daily activities.
 - g. Identify field decisions
 - h. Provide general observations
 - i. Refer to specification as needed to provide the necessary descriptive details, for items such as test procedures.
 - j. Record work not performed as specified

William Hurley, P.E., Engineering Manager
Town of Fairfield
Fairfield Engineering Department
November 2, 2022

Page 3

- k. Prepare daily written inspection reports including photographic record
 - l. Maintain progress payment documents
2. D&B's proposed inspection cost is based on one full time inspector at a loaded rate of \$150/hr for a projected construction duration ranging from thirteen (13) to sixteen (16) months. D&B will also provide office support services to assist the field engineer on an as needed basis.

Construction Management Associated with Special Inspections and Support of Excavation

1. D&B's subconsultant Meuser Rutledge Consulting Engineers PLLC (MRCE) will perform construction management services associated with the support of excavation which will include the inspection of drilled soldier / foundation piles, SOE installation, soil subgrades and include the preparation of Daily Field Reports. Additionally, MRCE will provide office support to the Field Engineer and respond to any associated field questions.
2. This work will be billed at a rate of \$1,150 per day for field inspector services for a 9-hour day including travel time and travel expenses and the preparation of a Daily Field Report. Office support is to be billed at a rate of a half hour per day for \$150/day. The current estimated schedule related to the SOE is estimated to be approximately 80 days. Additional days will be charged at the specified rate. In order to minimize the risk associated with additional inspection, contractor liquidated damages could be included for exceedance of the time contractually allotted for completion of the SOE.

Fee & Fee Schedule

D&B proposes to provide these services for a not-to-exceed fee of **\$685,000**. The fee shall be broken out as follows:

Design Services During Construction (D&B)	\$95,000 to \$115,000
Design Services During Construction (MRCE)	\$16,000 to \$20,000
(Sub Total)	\$111,000 to \$135,000
Construction Management and Inspection (D&B)	\$339,000 to \$420,000
Special Inspections and Support of Excavation (MRCE)	\$104,000 to \$130,000
Total Fee	\$554,000 to \$685,000

William Hurley, P.E., Engineering Manager
Town of Fairfield
Fairfield Engineering Department
November 2, 2022

Page 4

Exclusions

As previously discussed with the Town of Fairfield, the range of costs and scope of work above have been provided on an expedited schedule for rough budgetary purposes and a final budgetary price proposal letter will be provided at a future date which will not exceed the maximum ranges provided above and include further exclusions of work which were not included in the above costs.

Very truly yours,



Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

RLR/KNt/cf
♦5618\RLR110222WH_Ltr

Item 7

Environmental Remediation Costs and Liabilities Update

Item 7a

Environmental Remediation Costs and Liabilities Update

Expenditures Since 08-02-22

Fill Pile Appropriations, Expenditures, Encumbrances and Available Balance
August 2022 versus February 2023

as of 8-2-2022

Funding Source	Appropriated	Expended	Encumbered	Available
Operating Budget (9/1/16 - 6/31/19)	\$918,791	\$918,791	\$0	\$0
Surplus Transfers	\$9,885,000	\$2,903,464	\$328,370	\$6,653,166
Town Bonding	\$1,484,000	\$1,251,173	\$45,653	\$187,174
WPCF	\$202,000	\$49,756	\$617	\$151,627
ARPA	\$1,000,000	\$0	\$0	\$1,000,000
Total	\$13,489,791	\$5,123,184	\$374,640	\$7,991,967

as of 2-8-2023

Funding Source	Appropriated	Expended	Encumbered	Available
Operating Budget (9/1/16 - 6/31/19)	\$918,791	\$918,791	\$0	\$0
Surplus Transfers	\$9,885,000	\$3,217,081	\$204,479	\$6,463,440
Town Bonding	\$1,484,000	\$1,425,056	\$45,141	\$13,803
WPCF	\$202,000	\$50,373	\$0	\$151,627
ARPA	\$1,000,000	\$6,200	\$0	\$993,800
Total	\$13,489,791	\$5,617,500	\$249,620	\$7,622,671

Difference

Funding Source	Appropriated	Expended	Encumbered	Available
Operating Budget (9/1/16 - 6/31/19)	\$0	\$0	\$0	\$0
Surplus Transfers	\$0	\$313,616	(\$123,891)	(\$189,725)
Town Bonding	\$0	\$173,883	(\$512)	(\$173,371)
WPCF	\$0	\$617	(\$617)	\$0
ARPA	\$0	\$6,200	\$0	(\$6,200)
Total	\$0	\$494,317	(\$125,020)	(\$369,297)

Item 7b

Environmental Remediation Costs and Liabilities Update

Remediation Account Summaries

Environmental Testing and Remediation Expenditures

as of 2/8/2023

G/L ACCOUNT NUMBER: 228 22809010 57000 REMED

REVISED BUDGET		\$ 9,885,000.00
ACTUAL EXPENDITURES	\$ 3,217,080.54	
ENCUMBRANCES	\$ 204,478.79	
REQUISITIONS	\$ -	
		<u>\$ 3,421,559.33</u>
BALANCE AVAILABLE		<u>\$ 6,463,440.67</u>

Environmental Services Expenditures

as of 2/8/2023

** TOWN **

G/L ACCOUNT NUMBER: 256 25605030 57026

REVISED BUDGET		\$ 1,484,000.00
ACTUAL EXPENDITURES	\$ 1,425,056.41	
ENCUMBRANCES	\$ 45,140.82	
REQUISITIONS	\$ -	
		<u>\$ 1,470,197.23</u>
BALANCE AVAILABLE		<u>\$ 13,802.77</u>

Environmental Services Expenditures

as of 2/8/2023

** WPCA **

G/L ACCOUNT NUMBER: 256 25613010 57026

REVISED BUDGET		\$ 202,000.00
ACTUAL EXPENDITURES	\$ 50,372.54	
ENCUMBRANCES	\$ -	
REQUISITIONS	\$ -	
		<u>\$ 50,372.54</u>
BALANCE AVAILABLE		<u>\$ 151,627.46</u>

Item 7c

Environmental Remediation Costs and Liabilities Update

Expenditure Details

Berm Expenditures
as of 6/30/2019

VENDORS	AMOUNT	DESCRIPTION
Cohen & Wolf, Lesser	\$ 186,900.23	Legal Fees
CT Tank, Logical, Phoenix, Osprey, Complete Env., York	\$ 417,260.63	Soil Testing & Remediation Costs
WI Clark	\$ 64,896.37	Equipment Rental
DPW Garage Inventory	\$ 6,973.17	Fuel & Lube
Madison	\$ 4,328.74	Erosion, Sediment, Dust Control
Pride's Corner, Green Giant, H. Depot, Salko	\$ 17,754.05	Landscaping
Oliver/RVM	\$ 7,854.73	Copying and File Storage
DPW & Conservation Employees	\$ 212,822.65	Labor
Total Expense	\$ 918,790.57	

Environmental Testing and Remediation Expenditures
as of 2/8/2023

VENDORS	AMOUNT	DESCRIPTION
PKF O'Connor Davies, LLP	\$ 35,000.00	Cost for PFK O'Connor to perform DPW Independent audit
ACV, Red Technologies	\$ 449,066.42	Site Remediation Costs for Gould Manor, Burroughs, Jennings School, etc.
Weston & Sampson, FILLI	\$ 626,223.50	Weston & Sampson and FILLI Landfill Investigation and Planning
Lesser, Cohen & Wolf, Coles Baldwin, Transperfect Holdings, Wiggin & Dana	\$ 619,542.19	Legal Fees for Environmental Cost Recovery, CTDEEP correspondence, etc.
Tighe & Bond	\$ 1,282,823.83	Tighe & Bond Townwide environmental investigation
Gidez, Ffld Police, RVM	\$ 22,650.00	Other Miscellaneous
CISCO	\$ 181,774.60	Environmental Services
Total Expense	\$ 3,217,080.54	

G/L ACCOUNT NUMBER: 228 22809010 57000 REMED

Environmental Services Expenditures
as of 2/8/2023

**** TOWN ****

VENDORS	AMOUNT
CISCO, LLC	\$ 343,237.19
G-Force	\$ 1,154.25
Pace Analytical	\$ 15,520.75
Tighe & Bond	\$ 647,133.34
Weston & Sampson	\$ 229,408.00
Wiggin & Dana	\$ 180,572.00
Bond Issuance Allocation	\$ 8,030.88
Total Expense	\$ 1,425,056.41

G/L ACCOUNT NUMBER: 256 25605030 57026

**** WPCA ****

VENDORS	AMOUNT
Tighe & Bond	\$ 36,073.84
Weston & Sampson	\$ 13,700.00
Bond Issuance Allocation	\$ 598.70
Total Expense	\$ 50,372.54

G/L ACCOUNT NUMBER: 256 25613010 57026

Item 7d

Environmental Remediation Costs and Liabilities Update

Fill Site Matrix

This spreadsheet represents the current status of the areas where fill from the fill pile was used in relation to the requirements of consent order entered into with CT DEEP in October of 2020.
The requirements of the consent order necessitates a review of all sites which, in some cases, requires additional sampling to prepare the reports for each site.

Site	Location	Testing Status	Remediation Needed	RAP Submitted	Completed
Beach Road	Walkway	Completed	No	NA	Yes
Burr Elementary School	Soccer Field	Completed	Yes	Yes	Yes
Coral Drive	Drainage repair	Completed	No	NA	Yes
Dougiello Field	Softball Field	Completed	No	NA	Yes
Dwight Elementary School	Soccer Field	Completed	Yes	Yes	Yes
Fairfield Ludlowe High School	Courtyard	Completed	Yes	Yes	Yes
Fairfield Woods Middle School	Lower Soccer Field	Completed	No	NA	Yes
	Parking Area/Plantings Area	Completed	No	NA	Yes
	Upper Soccer Field	Completed	No	NA	Yes
Gould Manor Park	Sidewalk Installation	Completed	Yes	Yes	Yes
	Baseball Fields	Completed	Yes	Yes	Yes
High Ridge Road	Drainage repair	Completed	No	NA	Yes
Holland Hill Elementary School	Soccer Field	Completed	No	NA	Yes
Jennings Beach	Area around Water line replacement	Completed	Yes	Yes	Yes
	Playground Grass Area	Completed	Yes	Yes	Yes
Jennings Elementary School	Soccer Field	Completed	No	NA	Yes
	Playground	Completed	Yes	Yes	Yes
Lake Mohegan	Trail Head Repair	Completed	Yes	Yes	Yes
McKinley Elementary School	Soccer Field	Completed	No	NA	Yes
	Former Playground Area	Completed	Yes	Yes	Yes
Mill Hill Elementary School	ADA Sidewalk Installation	Completed	Yes	Yes	Yes
North Stratfield Elementary School	Soccer Field	Completed	No	NA	Yes
Osborn Hill Elementary School	Baseball Field	Completed	No	NA	Yes
	Drainage repair	Completed	Yes	Yes	Yes
Perry Street	Open Space Trail	Completed	Yes	Yes	Yes
	Baseball Field 1(near Hunter Road/Gym)	Completed	No	NA	Yes
Riverfield Elementary School	Baseball Field 2 (near Playscape)	Completed	No	NA	Yes
	Grass Area near Parking Lot	Completed	Yes	Yes	Yes
Southport Beach	Curb Repair	Completed	Yes	Yes	Yes
Sunset Avenue	Curb Installation	Completed	Yes	Yes	Yes
Tomlinson Middle School	Back Drainage repair	Completed	No	NA	Yes
	Front Drainage Repair	Completed	No	NA	Yes
Town Hall	Soccer Field	Completed	Yes	Yes	Yes
Tunxis Hill	Soccer/Baseball Field	Completed	No	NA	Yes
Ye Yacht Yard	Curb Repair	Completed	Yes	Yes	Yes
Burroughs	Soccer Field 1	Completed	Yes	Yes	Yes
	Soccer Field 2	Completed	No	NA	Yes
Fire Training Center	Under Burn Building	Completed	No	NA	Yes
	Under Stormwater System	Completed	No	NA	Yes
	Under Tank	Completed	No	NA	Yes
Stratfield Road	Tree Repair	Completed	No	NA	Yes
Senior Center	Gazebo and Patio Installation	Completed	No	NA	Yes
	Soccer Field	Completed	Yes	Yes	Yes
South Pine Creek Rec. Area	Football (Sullivan/Multipurpose)	Completed	Yes	Yes	Yes
	Soccer Field 1	Completed	Yes	Yes	Yes
Samp Mortar	Catch basin repair	Completed	Yes	No	
Mill Hill Road	Sidewalk Installation	Completed	Yes	No	
Hillside Road	Curb Project	Completed	Yes	No	
Hoydens Hill Area	Barn at the Shooting Range	Completed	Yes	No	
	Shooting Range	Completed	No	NA	Yes
	Trail	Completed	No	NA	Yes
Frank Rice Senior Trail/Oldfield/Old Dam Rd Open Space	Open Space Trail	Completed	Yes	No	
Penfield Pavilion	Parking Lots	Completed	Yes	Yes	
	Building Area	Completed	Yes	Yes	
Ronald Drive	Curb Installation	Completed	Yes	No	
Smith Richardson	Cart Path and Driveway Repair	Completed	Yes	No	
Tennis Facility	Rear Drainage/Rain Garden	Completed	Yes	No	

Last Updated 2/28/2023

RAP-Remediation Action Plan- A plan outlining how remediation will occur prepared by the LEP and submitted to DEEP per the Consent Order.

IR- Investigation Report-Summary of testing results prepared by the LEP and submitted to DEEP per the Consent Order.

RAR- Remediation Action Report- LEP verifies remediation work done was completed according to the RAP.

LEP- Licensed Environmental Professional

Yes - Final reports submitted to DEEP

Item 7e

Environmental Remediation

Costs and Liabilities Update

**Preliminary Opinion of Probable Costs Julian Fill
Remediation Cover Page**

15-0439-077

January 25, 2023

Thomas R. Bremer
Chief Administrative Officer
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

Re: **Opinion of Probable Cost for Fill and Soil Remediation
Remaining Julian Fill Sites
Fairfield, Connecticut**

Dear Mr. Bremer:

As requested, the following is an Opinion of Probable Cost (OPC) for Fill and Soil Remediation at the following remaining Julian Fill sites including the following:

- Frank Rice Senior Trail
- H. Smith Richardson Golf Course
- Hillside Road
- Hoydens Hill Barn
- Mill Hill Road
- Ronald Drive
- Samp Mortar Drive
- Tennis Facility

This OPC includes costs associated with environmental work needed to comply with the CT Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRs) and satisfy Consent Order 2020002DEEP.

Background

In August 2018, asbestos-containing materials were observed along a sidewalk at Gould Manor Park. The CTDEEP and CT Department of Public Health (CTDPH) were notified. Tighe & Bond was retained shortly thereafter in August 2018 to provide Licensed Environmental Professional (LEP) and Hazardous Building Materials (HBM) services to assist the Town with investigation and abatement of the asbestos and remediation of other contaminants. The asbestos-containing material was later identified to be Julian Fill.

After the discovery of Julian Fill at Gould Manor Park, the Town conducted research to identify other sites where Julian Fill was used between 2013 – 2016. Numerous Julian Fill sites were identified by the Town, and the Town subsequently contracted Tighe & Bond to conduct "Expedited Environmental Screenings" to investigate sites for public health concerns.

On October 26, 2020, the Town and CTDEEP entered into a Consent Order (CO) (No. 2020002DEEP) to address the improper placement of Julian Fill, which may contain pollutants and, in certain instances, has been determined to meet the definition of "solid waste". The CO requires the Town to identify locations where Julian Fill was used, investigate these Sites, and remediate as necessary. The CO requires the Town to perform the following three tasks under the direction of an LEP:



- Investigate the Julian Fill sites and submit Investigation Reports (IRs) within 2 years of the CO;
- Submit Remedial Action Plans (RAPs) within 3 years of the CO, and provide public notice via the Town's "Fill Use Issues" website prior to initiating remediation; and
- Conduct remediation and submit Remedial Action Reports (RARs) within 5 years of the CO.

The CO requires the Town's LEP, Tighe & Bond, to "sign and seal" the IRs, RAPs, and RARs and verify the work has been completed in accordance with prevailing standards and guidelines and the RSRs, CTDEEP's Site Characterization Guidance Document, and other applicable regulations listed in the CO. CTDEEP reserves the right to audit the LEP sign offs and reject if not in accordance with the CO requirements.

All known Julian Fill sites have been investigated. Julian Fill remediation was determined to be necessary at 24 locations. A total of 16 locations have been remediated to date. The sites listed above require remediation for which this preliminary OPC has been developed.

Summary of OPC

A summary of the OPC for Soil Remediation is provided below. Opinions of Cost provided have an anticipated accuracy range of +30% to -15%. Tighe & Bond typically recommends that a contingency be carried in the OPCs; however, at the direction of the Town, a contingency has not been included.

OPC for Soil Remediation

Site	Consultant Costs ¹	Contractor Costs	Total
Frank Rice Senior Trail	\$39,300	\$354,300	\$393,600
H. Smith Richardson Golf Course	\$16,800	\$52,500	\$69,300
Hillside Road	\$43,000	\$38,600	\$81,600
Hoydens Hill Barn	\$21,300	\$81,800	\$103,100
Mill Hill Road	\$14,700	\$9,700	\$24,400
Ronald Drive	\$18,900	\$11,500	\$30,400
Samp Mortar Drive	\$16,800	\$12,900	\$29,700
Tennis Facility	\$112,100	\$910,300	\$1,022,400
Total:	\$282,900	\$1,471,600	\$1,754,500
Notes: 1 = See Tighe & Bond Proposal – Remediation Observation and Remedial Action Report, dated December 6, 2022.			

OPC Assumptions and Qualifiers

- OPC contractor costs are based on recent invoice information from Cisco, LLC that were provided to Tighe & Bond by the Town of Fairfield on January 12, 2023. Actual contractor costs to be determined following bidding.
- Disposal costs for contaminated soils require further confirmation. Final costs to be determined based upon waste characterization sampling and acceptance at a disposal facility.

- OPC is based on data obtained from previous investigations, which have not defined the extent of the impact. Remedial design investigations are being conducted at the time of preparation of this OPC.
- OPC assumes use of common fill for backfilling or remedial excavations. Use of structural fill to support buildings and other site improvements is not included.
- OPC does not include active groundwater remediation or completion of compliance groundwater monitoring, including installation of groundwater monitoring wells.
- OPC does not include any off-site remediation or remediation of background or non-Julian impacts if determined to be required at a later time.
- OPC assumes dewatering is not needed during excavation activities.
- OPC does not include CTDEEP program filing fees or legal costs.
- OPC does not include any Federal, State, or Local permitting that may be required to facilitate remediation.
- This is an engineer's Opinion of Probable (OPC) for remediation of soil and fill. Tighe & Bond has no control over the cost or availability of labor, equipment, or materials, or over market conditions, disposal facilities, or the Contractor's method of pricing, and that the estimates of probable costs are made on the basis of Tighe & Bond's professional judgment and experience. Tighe & Bond makes no guarantee nor warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from this estimate of the Probable Cost.

If you have any questions or comments, please contact me at (860) 704-4761 or jtolsen@tighebond.com.

Very truly yours,

TIGHE & BOND, INC.



James T. Olsen, PG, LEP
Project Director, LEP of Record

Item 7f

Environmental Remediation

Costs and Liabilities Update

Proposal For Environmental Consulting Services

- 14 Pages

F-0439
December 6, 2022

Thomas Bremer
Chief Administrative Officer
Town of Fairfield
Old Town Hall
611 Old Post Road
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services
Fairfield Fill Sites
Remedial Action Plans, Remedial Design Investigations, Additional Services,
and Bidding Assistance**

Dear Mr. Bremer:

Tighe & Bond is submitting this proposal to the Town of Fairfield for environmental consulting services related to Consent Order 2020002DEEP, dated October 26, 2020 between the Town of Fairfield and the CT Department of Energy and Environmental Protection (CTDEEP).

The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for the preparation of Remedial Action Plans (RAPs) at the following Sites:

- Frank Rice Senior Trail
- H. Smith Richardson Golf Course
- Hillside Road
- Hoydens Hill Barn
- Mill Hill Road
- Ronald Drive
- Samp Mortar

For several Sites, remedial design investigations will be completed as part of the development of the RAPs to delineate the extent of impacted fill and soil and remedial planning purposes. A remedial design investigation will also be completed for the Tennis Facility, for which a Self-Implementing Plan (SIP) is being prepared (under separate proposal). This proposal also contains other additional tasks related to the close-out of these remaining Sites, as further described herein. Lastly, Tighe & Bond will provide bidding assistance for the procurement and selection of a remediation contractor.

Background

In August 2018, asbestos-containing materials were observed along a sidewalk at Gould Manor Park. The CT Department of Environmental Protection (CTDEEP) and CT Department of Public Health (CTDPH) were notified. Tighe & Bond was retained shortly thereafter in August 2018 to provide LEP and HBM services to assist the Town with investigation and abatement of the asbestos and remediation of other contaminants. The asbestos-containing material was later identified to be Julian Fill.



After the discovery of Julian Fill at Gould Manor Park, the Town conducted research to identify other sites where Julian Fill was used between 2013 – 2016. Numerous Julian Fill sites were identified by the Town, and the Town subsequently contracted Tighe & Bond to conduct “Expedited Environmental Screenings” to investigate sites for public health concerns.

On October 26, 2020, the Town and CTDEEP entered into a Consent Order (CO) (No. 2020002DEEP) to address the improper placement of Julian Fill, which may contain pollutants and, in certain instances, has been determined to meet the definition of “solid waste”. The CO requires the Town to identify locations where Julian Fill was used, investigate these sites, and remediate as necessary. The CO requires the Town to perform the following three tasks under the direction of an LEP:

- Investigate the Julian Fill sites and submit Investigation Reports within 2 years of the CO;
- Submit Remedial Action Plans (RAPs) within 3 years of the CO, and provide public notice via the Town’s “Fill Use Issues” website prior to initiating remediation; and
- Conduct remediation and submit Remedial Action Reports (RARs) within 5 years of the CO.

The CO requires the Town’s LEP, Tighe & Bond, to “sign and seal” the Investigation Reports, RAPs, and RARs and verify the work has been completed in accordance with prevailing standards and guidelines and the Connecticut Remediation Standard Regulations (RSRs), CTDEEP’s Site Characterization Guidance Document, and other applicable regulations listed in the CO. CTDEEP reserves the right to audit the LEP sign offs and reject if not in accordance with the CO requirements.

Known Julian Fill sites have been investigated and final reports have been submitted to the CTDEEP. Julian Fill remediation was determined to be necessary at 24 locations. A total of 14 locations have been remediated at the time of this proposal, with two sites, Senior Center Field and South Pine Creek/Sullivan Fields, planned by the end of the calendar year. A Self-Implementing Plan is currently being developed for the Tennis Facility where polychlorinated biphenyls (PCBs) were detected above cleanup criteria and remediation is anticipated by the end of Summer 2023 following approval from the CTDEEP and US EPA.

Remediation of the remaining seven locations is planned by the end of Summer 2023. Two of these locations (Hillside Road and Ronald Drive) contained impacts at concentrations above the Significant Environmental Hazard (SEH) notification threshold. Further information, including the rationale for remediation, is contained in the corresponding investigation reports. The Scope of Services presented in this proposal is primarily for the development of the associated RAPs and completion of Remedial Design Investigations; however, several additional tasks required for the project are included:

- Hillside Road Water Supply Well Receptor Survey
- Hoydens Hill Shooting Range Best Management Practices Plan
- Hoydens Hill Groundwater Investigation
- Remediation Bidding Support
- SEH Notifications
- CTDEEP Correspondence
- Project Support

Tighe & Bond has prepared a separate proposal for remedial observation and associated tasks, preparation of RARs, and LEP Verification.

Scope of Services

We have developed the following anticipated Scope of Services for this project based on our discussions, current CTDEEP requirements, and understanding of the Town's objectives:

Task 1 – Remedial Action Plan Preparation and Submittal

Tighe & Bond will prepare RAPs for the following Sites:

- Frank Rice Senior Trail – presence of millings indicative of elevated concentrations of Julian Fill constituents of concern (COCs) along the entirety of the trail, which is on top of a closed landfill.
- H. Smith Richardson Golf Course – leachable lead above the GA Pollutant Mobility Criteria (PMC) beneath the clubhouse parking lot.
- Hillside Road – elevated concentrations of arsenic above background and presence of polycyclic aromatic hydrocarbons (PAHs) above SEH notification thresholds. Remediation is required at 12 different locations that are within and outside of the reported Julian Fill use area.
- Hoydens Hill Barn – PAHs above the Residential Direct Exposure Criteria (RES DEC) and leachable lead above the GA PMC at one location within the barn ramp.
- Mill Hill Road – Concentrations of PCBs above negotiated cleanup level of 0.5 mg/Kg with CTDEEP at one location along the Mill Hill Road sidewalk. Remediation is being completed to satisfy the requirements for leaving impacted material in place beneath sidewalk.
- Ronald Drive – Extractable total petroleum hydrocarbons (ETPH) and arsenic above the RES DEC at two respective locations within the Julian Fill and chlordane above the SEH notification threshold at one background location.
- Samp Mortar – leachable lead above the GA PMC beneath the asphalt next to the catch basin.

The RAPs will include the preparation of Technical Bid Specifications for the Remediation Contractor to follow. Tighe & Bond will also review Contractor quotes and recommendations.

For certain Sites, remedial design investigations are necessary to delineate the extent of impacted fill and soil as required by the Consent Order and to develop the RAP. This work will be completed under Task 2.

The draft RAPs will be submitted to the Town of Fairfield and their counsel (Wiggin & Dana) for review prior to submittal to the CTDEEP.

Task 2 – Remedial Design Investigations

Based on the results of the Julian Fill investigations, remedial design investigations are necessary at the following Sites:

- Frank Rice Senior Trail
- H. Smith Richardson Golf Course
- Hillside Road
- Hoydens Hill Barn
- Ronald Drive
- Tennis Facility

The purpose of these investigations is to delineate the extent of impact fill and soil at each of these Sites and/or confirm previously detected concentrations. The following table summarizes the proposed remedial design investigations:

Site	Scope of Work	Analyses
Frank Rice Senior Trail	1 day of sampling: 11 hand test pits up to 1.5 ft below ground surface (bgs).	ETPH – 8 samples PAHs – 8 samples PCBs – 8 samples Pesticides – 8 samples SPLP PAHs – 1 sample SPLP Pesticides – 1 sample SPLP Arsenic – 1 sample SPLP Lead – 1 sample
H. Smith Richardson Golf Course	1 day of sampling: 5 soil borings up to 4 ft bgs, 3 hand test borings up 4' bgs.	Lead – 7 samples SPLP Lead – 9 samples SPLP Arsenic – 2 samples
Hillside Road	3 days of sampling: 55 hand test pits up to 2 ft bgs.	PAHs – 31 samples Arsenic – 17 samples PCBs – 11 samples
Hoydens Hill Barn	½ day of sampling: 3 hand test pits up to 2 ft bgs.	Lead – 7 samples SPLP Lead – 7 samples
Ronald Drive	1 day of sampling: 12 hand test pits up to 1 ft bgs	ETPH – 5 samples Arsenic – 5 samples Pesticides – 5 samples SPLP Pesticides – 1 sample SPLP Arsenic – 1 sample
Tennis Facility	3 days of sampling: 30 excavator test pits up to 6 ft bgs.	PCBs – 32-80 samples (48 samples collected and placed on hold pending initial analysis)

The results of these investigations, which will assist in pre-determining remediation limits, will be incorporated into the RAPs (Task 1) and the SIP for the Tennis Facility (under separate proposal). The remedial design investigation for the Tennis Facility includes the completion of test pits, which will help determine whether the identified PCB impact is related to Julian Fill, a background condition, or both.

Task 3 – Hillside Road Water Supply Well Receptor Survey

Based on the concentrations of COCs and extent of Julian Fill used along Hillside Road, the CTDEEP requested the completion of a water supply well receptor survey. The water supply receptor survey will be completed in accordance with the *Water Supply Well Receptor Survey Guidance Document* (CTDEEP, January 2015). The survey area consists of the 500 foot radius from the reported Julian Fill use area. The survey will consist of a combination of one or more of the following methods:

- Review of available CTDEEP resources for water supply sources in the area;
- Review of State and local records for documentation related to the installation and maintenance of potable water supply wells and/or water supply connection information;
- Requesting water service connection and water use billing records from Aquarion Water Company; and

- Completion of a door-to-door survey that would consist of visual inspections from public rights-of-way, phone calls, and/or mailings.

A letter report will be prepared that will summarize the results of the survey.

For the purposes of this proposal, the water supply well receptor survey does not include fees paid to regulatory/water utility agencies to obtain information. It is assumed that the Town will pay these fees directly.

In addition, based on the findings of the survey, potable well sampling and/or monitoring wells may be required. Tighe & Bond has not included costs for these additional services. A separate proposal would be prepared if these services are required.

Task 4 – Hoydens Hill Shooting Range Best Management Practices Plan

Tighe & Bond held a meeting with the CTDEEP on May 6, 2022 to discuss a reduced investigation sampling approach for the Hoydens Hill shooting range, the operation of which creates a high potential for lead impact, as well as other related COCs including arsenic and PAHs. Tighe & Bond came to an agreement with CTDEEP that testing for these COCs was not necessary providing that best management practices (BMPs) are implemented to address lead at the shooting range.

To satisfy this condition, Tighe & Bond is proposing the development of a BMP plan that will be based on the US Environmental Protection Agency (EPA) guidance document, *Best Management Practices for Lead at Outdoor Shooting Ranges* (EPA, June 2005).

Task 5 – Hoydens Hill Groundwater Investigation

Given the proximity of the Hoydens Hill Shooting Range to the Hemlock Reservoir, the CTDEEP requested the installation of a groundwater monitoring well downgradient of the shooting range to evaluate potential impacts to the groundwater from contaminants at the shooting range berm.

Tighe & Bond will coordinate the installation of one well with the Town of Fairfield and the selected drilling contractor. The proposed location for the well is behind the shooting range berm at a downgradient location that will need to be accessed from an adjoining agricultural field. Brush clearing will be required to access this location. It is assumed that the Town will complete the brush clearing to allow access for the drilling equipment.

The selected driller will mobilize to the Site and complete the installation of the monitoring well. Due to the unknown hydrogeologic conditions at Hoydens Hill and the presence of bedrock outcrops in the vicinity, Tighe & Bond has budgeted for the installation of a bedrock monitoring well to a depth of up to 50 feet below grade. If the water table is within the surficial material above the bedrock, then an overburden groundwater monitoring well will be installed. The well will be constructed with 10 feet of approximately 2-inch prepack screen across the water table followed by solid PVC riser to just above surrounding grade. The space surrounding the screen and riser will be backfilled in accordance with industry standards and requirements for installation of wells. The well will be furnished with a stick-up monitoring well cover cemented into place, which can be easily located in the field for sampling. The monitoring well will then be developed to remove fine-grained material and improve hydraulic connection to the surrounding aquifer.

Following installation of the monitoring well, Tighe & Bond will implement a quarterly groundwater sampling program to evaluate groundwater conditions over seasonal variation. The first round of sampling will be conducted at least one week following the installation of the monitoring well to allow for stabilization. Subsequent rounds of sampling will be conducted approximately every three months until four quarters of sampling are completed. During each sampling event, groundwater samples will be collected into laboratory supplied glassware and submitted for analysis of Julian Fill and shooting range COCs, including ETPH, PAHs, RSR metals, PCBs, and pesticides. Tighe & Bond will provide email progress reports that summarize the results of each quarterly sampling event.

Upon completion of the sampling program, Tighe & Bond will prepare a letter report that will summarize the well installation and sampling activities and provide a comparison of laboratory results against RSR criteria.

Task 6 –Bidding Assistance

Tighe & Bond understands that the Town of Fairfield intends to solicit bids from remediation contractors for the excavation, transport, disposal, and restoration of the remaining Julian Fill Sites. In addition to the development of a RAP and technical specifications under Task 1, Tighe & Bond will assist the Town of Fairfield with certain aspects of the bidding process. This would include correspondence with the Town of Fairfield in the development of the Request for Proposal (RFP), attending pre-bid site-walks, addressing contractor questions through requests for information (RFIs), and reviewing submittals to evaluate conformance with the requirements of the Contract Documents.

Based on an email from the Town dated November 3, 2022, the Town has not requested a full set of Bid Documents nor Specification Sections 0 and 1 from Tighe & Bond. The Town has only requested that technical specifications be required similar to the first time the project was bid.

Tighe & Bond assumes that the Town of Fairfield will write the formal RFP and will be the point of contact for contractors and provide copies of any requested information to the bidders.

Task 7 – SEH Notifications

SEH conditions were identified at Hillside Road and Ronald Drive in laboratory reports dated September 9, 2022. In accordance with Connecticut General Statute (CGS) Section 22a-6u, if the soil is remediated within 90 days from receipt of laboratory report, it does not require notification to the CTDEEP. As such, the SEH conditions would need to be abated by December 8, 2022. Given the timeline for the development of the RAPs and approvals, the scope of the remediation required, as well as procuring and scheduling with the Remediation Contractor and selected disposal facility, notification to CTDEEP is necessary. Tighe & Bond will prepare the SEH notification form (DEEP-REM-SEH-FRM-500) and submit to the CTDEEP.

Task 8 – CTDEEP Correspondence

Tighe & Bond has budgeted time for correspondence with the CTDEEP. This may include:

- Obtaining approvals for alternative disposal facilities;
- Obtaining concurrence on alternative remedial remedies that have not been previously discussed;
- Addressing questions or comments regarding the proposed remediation(s); and

- For the Frank Rice Senior Trail located on top of a closed landfill, collaboration with the Solid Waste Program.

Tighe & Bond anticipates 20 hours of effort from the Licensed Environmental Professional (LEP) and 20 hours of effort from the Project Environmental Scientist as part of this Task.

Task 9 – Project Support

Tighe & Bond will continue to schedule routine meetings between the Town of Fairfield, Wiggin & Dana, and Tighe & Bond approximately every three weeks through June 2023 to facilitate the completion of remediation at these final Sites. For the purposes of this proposal, Tighe & Bond anticipates that up to 12, 2-hour long in-person meetings will be held at Town Hall between the date of this proposal and ending on June 30, 2023.

In addition, Tighe & Bond has budgeted additional time for routine status updates and other communications through email, video conferencing, and phone calls.

Fee

Tighe & Bond will perform the Scope of Services noted above for a not to exceed fee of \$159,900. A detailed breakdown of this fee is as follows:

Task	Labor	Expenses	Total
Task 1 – Remedial Action Plan Preparation and Submittal (\$3,000 per Site)	\$21,000	\$0	\$21,000
Task 2 – Remedial Design Investigations			
Frank Rice Senior Trail	\$4,600	\$2,600	\$7,200
H. Smith Richardson Golf Course	\$4,000	\$2,900	\$6,900
Hillside Road	\$8,400	\$3,700	\$12,100
Hoydens Hill Barn	\$2,900	\$600	\$3,500
Ronald Drive	\$3,400	\$1,000	\$4,400
Tennis Facility	\$8,900	\$16,100	\$25,000
Task 3 – Hillside Road Water Supply Well Receptor Survey	\$3,200	\$0	\$3,200
Task 4 – Hoydens Hill Shooting Range Best Management Practices Plan	\$5,100	\$0	\$5,100
Task 5 – Hoydens Hill Groundwater Investigation	\$11,200	\$10,000	\$21,200
Task 6 – SEH Notifications	\$2,000	\$0	\$2,000
Task 7 – Remediation Bidding Support	\$4,000	\$0	\$4,000

Task	Labor	Expenses	Total
Task 8 – CTDEEP Correspondence	\$8,000	\$0	\$8,000
Task 9 – Project Support	\$34,800	\$1,500	\$36,300
Total	\$121,500	\$38,400	\$159,900

We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus five percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment.

If this proposal is acceptable, please forward an executed copy of this letter as authorization to proceed. Should the Town issue a standard purchase order format in lieu of executing this proposal, authorization of this proposal by way of purchase order issuance shall incorporate the following contractual terms in addition to those preprinted on the back side of the Town's standard purchase order:

Our attached Terms and Conditions is part of this letter agreement.

The provisions of the purchase order are hereby amended as follows:

- Tighe & Bond is amenable to list the Town of Fairfield as additional insured, by way of blanket endorsement, on our general, auto, and umbrella insurance policies.
- The indemnity obligations included on the reference side of any purchase order issued is hereby deleted and replaced with the following:
 - CONSULTANT (Vendor/Seller) agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT (Town) harmless from all damage, liability or cost to the extent caused by CONSULTANT's (Vendor/Seller) negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom CONSULTANT (Vendor/Seller) is legally liable. CONSULTANT (Vendor/Seller) is not obligated to indemnify CLIENT (Town) in any manner whatsoever for CLIENT's (Town's) own negligence.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or jtolsen@tighebond.com.

Regards,

TIGHE & BOND, INC.



James T. Olsen, PG, LEP
Project Director, LEP of Record

ACCEPTANCE:

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.



Authorized Representative

Jan 6 2023
Date

Enclosures: Terms & Conditions REV 04/2020
Preprinted back side of the Town's standard purchase order

“CLIENT” is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as “CONSULTANT”; “PROJECT” is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven 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 addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

Town of Fairfield

Terms and Conditions of Purchase

Compliance with Law

In furnishing the goods and/or services ordered, Seller shall comply with all applicable Federal, State and Local laws and regulations, including: The *Fair Labor Standards Act of 1938*, as amended; the *Vietnam Era Veteran's Readjustment Assistance Act of 1972* (Affirmative Action for Disable Veterans of the Vietnam Era clause), as amended; the *Rehabilitation Act of 1973* (Affirmative Action for Handicapped Workers clause), as amended; and the Equal Opportunity clause, Part 60-1.4 paragraphs (1) through (7) as required by *Title 41 Public Contracts and Property Management Regulations*. Each of these provisions is incorporated herein, unless this transaction is exempt and the Seller submits the documentation required by the aforementioned Acts and Regulations.

This order shall be construed according to the law of the State of Connecticut regardless of its place of performance and without regard to its rules of conflict of laws.

The Town has the right to reject, without penalty, any goods or services not conforming to bid specifications or catalogue description.

By accepting this purchase order, the Seller represents that it has all insurance required to provide the goods or services required under this purchase order, and if applicable, has provided a certificate of insurance to the Town showing the required limits and the Town as an additional named insured.

The Town, its employees and agents shall not be liable to the Seller or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for interruption of or loss to business) based on or arising out of any cause whatsoever relating to the goods or services provided under this purchase order. Furthermore, the Seller shall reimburse the Town, its employees and agents for any loss or expense, and shall indemnify, defend and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including professional fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, the use of the goods or provision of the services that are the subject of this purchase order.

The Seller agrees that any legal action brought as a result of this purchase order shall be brought in the court of the State of Connecticut having jurisdiction over the subject matter of the suit.

Item 7g

Environmental Remediation

Costs and Liabilities Update

Proposal for Environmental Consulting Services

- 12 Pages

F-0439
December 6, 2022

Thomas Bremer
Chief Administrative Officer
Town of Fairfield
Old Town Hall
611 Old Post Road
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services
Fairfield Fill Sites
Remediation Observation and Remedial Action Report**

Dear Mr. Bremer:

Tighe & Bond is submitting this proposal to the Town of Fairfield for environmental consulting services related to Consent Order 2020002DEEP, dated October 26, 2020 between the Town of Fairfield and the CT Department of Energy and Environmental Protection (CTDEEP).

The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation oversight and preparation of Remedial Action Reports (RARs) at the following Sites:

- Frank Rice Senior Trail
- H. Smith Richardson Golf Course
- Hillside Road
- Hoydens Hill Barn
- Mill Hill Road
- Ronald Drive
- Samp Mortar
- Tennis Facility

Background

In August 2018, asbestos-containing materials were observed along a sidewalk at Gould Manor Park. The CTDEEP and CT Department of Public Health (CTDPH) were notified. Tighe & Bond was retained shortly thereafter in August 2018 to provide LEP and HBM services to assist the Town with investigation and abatement of the asbestos and remediation of other contaminants. The asbestos-containing material was later identified to be Julian Fill.

After the discovery of Julian Fill at Gould Manor Park, the Town conducted research to identify other sites where Julian Fill was used between 2013 – 2016. Numerous Julian Fill sites were identified by the Town, and the Town subsequently contracted Tighe & Bond to conduct "Expedited Environmental Screenings" to investigate sites for public health concerns.

On October 26, 2020, the Town and CTDEEP entered into a Consent Order (CO) (No. 2020002DEEP) to address the improper placement of Julian Fill, which may contain pollutants and, in certain instances, has been determined to meet the definition of "solid



waste". The CO requires the Town to identify locations where Julian Fill was used, investigate these Sites, and remediate as necessary. The CO requires the Town to perform the following three tasks under the direction of an LEP:

- Investigate the Julian Fill sites and submit Investigation Reports within 2 years of the CO;
- Submit Remedial Action Plans (RAPs) within 3 years of the CO, and provide public notice via the Town's "Fill Use Issues" website prior to initiating remediation; and
- Conduct remediation and submit Remedial Action Reports (RARs) within 5 years of the CO.

The CO requires the Town's LEP, Tighe & Bond, to "sign and seal" the Investigation Reports, RAPs, and RARs and verify the work has been completed in accordance with prevailing standards and guidelines and the Connecticut Remediation Standard Regulations (RSRs), CTDEEP's Site Characterization Guidance Document, and other applicable regulations listed in the CO. CTDEEP reserves the right to audit the LEP sign offs and reject if not in accordance with the CO requirements.

All known Julian Fill sites have been investigated and final reports have been submitted to the CTDEEP. Julian Fill remediation was determined to be necessary at 24 locations. A total of 14 locations have been remediated at the time of this proposal, with at least another two planned by the end of the calendar year (Senior Center Field and South Pine Creek/Sullivan Fields).

Tighe & Bond is in the process of completing RAPs for the remaining sites, including a Self-Implementing Plan for Tennis Facility. The rationale for remediation is provided below:

- Frank Rice Senior Trail – presence of millings indicative of elevated concentrations of Julian Fill constituents of concern (COCs) along the entirety of the trail, which is on top of a closed landfill.
- H. Smith Richardson Golf Course – leachable lead above the GA Pollutant Mobility Criteria (PMC) beneath the clubhouse parking lot.
- Hillside Road – elevated concentrations of arsenic above background and presence of polycyclic aromatic hydrocarbons (PAHs) above SEH notification thresholds. Remediation is required at 12 different locations that are within and outside of the reported Julian Fill use area.
- Hoydens Hill Barn – PAHs above the Residential Direct Exposure Criteria (RES DEC) and leachable lead above the GA PMC at one location within the barn ramp.
- Mill Hill Road – Concentrations of polychlorinated biphenyls (PCBs) below Remediation Standard Regulation (RSR) criteria at one location along the Mill Hill Road sidewalk. Remediation is being completed to satisfy the requirements for leaving impacted material in place beneath sidewalk.
- Ronald Drive – Extractable total petroleum hydrocarbons (ETPH) and arsenic above the RES DEC at two respective locations within the Julian Fill and chlordane above the SEH notification threshold at one background location.
- Samp Mortar – leachable lead above the GA PMC beneath the asphalt next to the catch basin.
- Tennis Facility – PCBs, PAHs, and/or pesticides above RSR criteria at numerous locations north of the Tennis Facility building and associated courts.

For certain sites, remedial design investigations are needed to refine the RAPs. This proposal has been developed to provide budgetary estimates for remediation observation and preparation of RARs at the remaining Fairfield Fill sites (identified in the introduction). If budgetary estimates need to be revised following these investigations, an Amendment to this Agreement will be provided to the Town for approval.

Scope of Services

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives. It should be noted that for certain sites, final excavation limits have not been determined and are assumed based on the available data. Furthermore, contractor timeframes for completion are assumed based on Tighe & Bond's professional experience:

Task 1 – Remediation Planning and Management

Tighe & Bond will provide LEP consulting services to assist with project management and to provide advice as necessary in managing and disposing of contaminated soils that have been identified during investigation activities. Specific services included in Task 1 are listed below:

- Contractor communications and review submittals for contaminated material handling, disposal, and decontamination procedures.
- Communications with the Town, Contractor, and others regarding soil remediation and management options.
- Waste characterization sampling and laboratory analysis on a 48-hour turnaround time (TAT). Tighe & Bond assumes 1 waste characterization sample per 500 tons per Site (approximately 8 samples). For the purposes of this proposal, it is assumed that each waste characterization sample will be analyzed for the following:
 - ETPH
 - Volatile Organic Compounds (VOCs)
 - Toxicity Characteristic Leaching Procedure (TCLP) VOCs
 - Semi-Volatile Organic Compounds (SVOCs)
 - TCLP SVOCs
 - PCBs
 - Pesticides
 - TCLP Pesticides
 - Resource Conservation and Recovery Act (RCRA) 8 metals
 - TCLP RCRA 8 metals
 - Ignitability
 - Corrosivity
 - Reactivity Cyanide and Sulfide

Task 2 – Remediation Observation, Dust/Air Monitoring, and Post-Excavation Soil Sampling

Tighe & Bond will provide on-site remediation observation services and evaluate the Contractor's conformance with Contract Documents. Considerations for the remediation of each Site are summarized in the Table below:

Site	Estimated Tonnage ¹	Days Completion ²	Post-Excavation Samples
Frank Rice Senior Trail	1,000	10	20 – All COCs 4 – SPLP
H. Smith Richardson Golf Course	140	2	10 – All COCs 2 – SPLP
Hillside Road	110	3	65 – All COCs 10 – SPLP
Hoydens Hill Barn	230	3	15 – All COCs 3 – SPLP
Mill Hill Road	10	1	10 – All COCs 2 – SPLP
Ronald Drive	30	1	20 – All COCs 3 – SPLP
Samp Mortar Drive	20	2	10 – All COCs 2 – SPLP
Tennis Facility ³	1,800	20	370 – PCBs Only 65 – All COCs 10 – SPLP

Notes:

All COCs = ETPH, PAHs, PCBs, Pesticides, Arsenic, and Lead

SPLP = 15% of samples exhibiting the highest mass concentrations of PAHs and pesticides above applicable numerical PMC and lead and arsenic will be evaluated for leachability using the SPLP method.

1 = Tonnage based on results of investigation sampling and Tighe & Bond's understanding of the Julian Fill use areas. The extent of each remedial area has not been defined and estimates may be more or less than listed above.

2 = Days completion assumes four truck loads per day, each truck loaded with 25 tons of soil material.

3 = Sampling for PCBs to be completed in accordance with the Toxic Substances Control Act (TSCA) requirements and SIP.

Remediation observation services will include the following:

- Provide technical assistance to the Town relative to remediation work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.
- Participate in communications between the Town and Contractor to assist in clarifying technical issues related to the work.
- Impacted soil and fill will be removed to the limits identified in excavation plans and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations (anticipated sample quantities and analysis identified in the table above). Tighe & Bond will also visually observe the excavation for signs of asbestos containing material (ACM). Samples will be analyzed on a 24-hour TAT. The sampling will be performed with the sampling plan negotiated with the CTDEEP. For Tennis Facility, PCB sampling will be completed in accordance with TSCA requirements and the SIP.

- Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two or more locations, with at least one location down-wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using a TSI DUSTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified for the project. The monitor will be equipped with a wireless telemetry system capable of sending alerts to the observer's cellular telephone using web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation. The monitor will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.

Task 3 – Remedial Action Reports

At the completion of field activities, Tighe & Bond will prepare a RAR for each Site to document cleanup efforts, as required by the Consent Order. Tighe & Bond will follow up with the Remediation Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust/air monitoring data.

Fee

Tighe & Bond will perform the Scope of Services noted above for a not to exceed fee of \$282,900. A detailed breakdown of this fee is as follows:

Site/Task	Labor	Expenses	Total
<u>Frank Rice Senior Trail</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$3,200	\$4,700
Task 2 – Remediation Observation	\$16,500	\$13,100	\$29,600
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>H. Smith Richardson Golf Course</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$1,100	\$2,600
Task 2 – Remediation Observation	\$3,500	\$5,700	\$9,200
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>Hillside Road</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$1,100	\$2,600

Site/Task	Labor	Expenses	Total
Task 2 – Remediation Observation	\$5,200	\$30,200	\$35,400
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>Hoydens Hill Barn</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$1,100	\$2,600
Task 2 – Remediation Observation	\$5,200	\$8,500	\$13,700
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>Mill Hill Road</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$1,100	\$2,600
Task 2 – Remediation Observation	\$2,000	\$5,100	\$7,100
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>Ronald Drive</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$1,100	\$2,600
Task 2 – Remediation Observation	\$2,000	\$9,300	\$11,300
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>Samp Mortar Drive</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$1,100	\$2,600
Task 2 – Remediation Observation	\$3,500	\$5,700	\$9,200
Task 3 – Remedial Action Report	\$5,000	\$0	\$5,000
<u>Tennis Facility</u>			
Task 1 – Remediation Planning and Management	\$1,500	\$4,200	\$5,700
Task 2 – Remediation Observation	\$33,000	\$66,900	\$99,900
Task 3 – Remedial Action Report	\$6,500	\$0	\$6,500
Total	\$124,400	\$158,500	\$282,900

We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus five percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment.

If this proposal is acceptable, please forward an executed copy of this letter as authorization to proceed. Should the Town issue a standard purchase order format in lieu of executing this proposal, authorization of this proposal by way of purchase order issuance shall incorporate the following contractual terms in addition to those preprinted on the back side of the Town's standard purchase order:

Our attached Terms and Conditions is part of this letter agreement.

The provisions of the purchase order are hereby amended as follows:

- Tighe & Bond is amenable to list the Town of Fairfield as additional insured, by way of blanket endorsement, on our general, auto, and umbrella insurance policies.
- The indemnity obligations included on the reference side of any purchase order issued is hereby deleted and replaced with the following:
 - CONSULTANT (Vendor/Seller) agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT (Town) harmless from all damage, liability or cost to the extent caused by CONSULTANT's (Vendor/Seller) negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom CONSULTANT (Vendor/Seller) is legally liable. CONSULTANT (Vendor/Seller) is not obligated to indemnify CLIENT (Town) in any manner whatsoever for CLIENT's (Town's) own negligence.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or jtolsen@tighebond.com.

Regards,

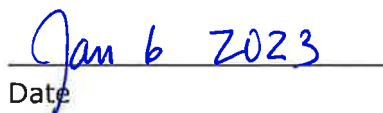
TIGHE & BOND, INC.



James T. Olsen, PG, LEP
Project Director, LEP of Record

ACCEPTANCE:

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.


Authorized Representative
Date

Enclosures: Terms & Conditions REV 04/2020
Preprinted back side of the Town's standard purchase order

“CLIENT” is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as “CONSULTANT”; “PROJECT” is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven 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 addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

Town of Fairfield

Terms and Conditions of Purchase

Compliance with Law

In furnishing the goods and/or services ordered, Seller shall comply with all applicable Federal, State and Local laws and regulations, including: The *Fair Labor Standards Act of 1938*, as amended; the *Vietnam Era Veteran's Readjustment Assistance Act of 1972* (Affirmative Action for Disable Veterans of the Vietnam Era clause), as amended, the *Rehabilitation Act of 1973* (Affirmative Action for Handicapped Workers clause), as amended; and the Equal Opportunity clause, Part 60-1.4 paragraphs (1) through (7) as required by *Title 41 Public Contracts and Property Management Regulations*. Each of these provisions is incorporated herein, unless this transaction is exempt and the Seller submits the documentation required by the aforementioned Acts and Regulations.

This order shall be construed according to the law of the State of Connecticut regardless of its place of performance and without regard to its rules of conflict of laws.

The Town has the right to reject, without penalty, any goods or services not conforming to bid specifications or catalogue description.

By accepting this purchase order, the Seller represents that it has all insurance required to provide the goods or services required under this purchase order, and if applicable, has provided a certificate of insurance to the Town showing the required limits and the Town as an additional named insured.

The Town, its employees and agents shall not be liable to the Seller or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for interruption of or loss to business) based on or arising out of any cause whatsoever relating to the goods or services provided under this purchase order. Furthermore, the Seller shall reimburse the Town, its employees and agents for any loss or expense, and shall indemnify, defend and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including professional fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, the use of the goods or provision of the services that are the subject of this purchase order.

The Seller agrees that any legal action brought as a result of this purchase order shall be brought in the court of the State of Connecticut having jurisdiction over the subject matter of the suit.