

The attached **Amendment #5**, consisting of 17 pages, is referred to in and made a part of the **Agreement between Owner and Engineer for Professional Services** dated July 27, 2018.

SUMMARY OF AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment # 5

1. *Background Data:*

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

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: See attached Amendment #5 to the Agreement Between the Owner and Engineer for Professional Services attached hereto.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: See Amendment #5 to the Agreement Between the Owner and Engineer for Professional Services attached hereto.
- c. The responsibilities of Owner are modified as follows:
 - 1. Owner shall be responsible for coordinating and executing a Master Agreement with the State of CT/CTDOT for work at two bridges (Armstrong Brook and Four Mile River), potentially including legal counsel.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$119,910.00.
- e. The schedule for rendering services is modified as follows: See Amendment #5 to the Agreement Between the Owner and Engineer for Professional Services attached hereto.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Amendment #5

Attachments:

Amendment #5 to the Agreement Between the Owner and Engineer for Professional Services, including Schedule 1 – Fee Summary – June 5, 2024

3. *Agreement Summary*

- a. Original Agreement amount: \$ 541,900.00
- b. Net change for prior Task Authorizations: \$ 954,963.28
- c. This amendment amount: \$ 119,910.00
- d. Adjusted Agreement amount: \$1,616,773.28

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

Owner and Engineer, hereby agree to modify the above-referenced Agreement as set forth in the above-referenced Amendment. All provisions of the Agreement not modified by the above-referenced Amendment or previous Amendments or Task Authorizations remain in effect. The Effective Date of this Amendment Summary is: **July 12, 2024**.

OWNER: OCBCA WPCA

ENGINEER: Fuss & O'Neill, Inc.

By: Douglas Whalen

By: Kurt Mailman

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

Title: Vice President

Date Signed: _____

Date Signed: _____

AMENDMENT #5
TO THE AGREEMENT
BETWEEN
OLD LYME SHORES BEACH ASSOCIATION,
OLD COLONY BEACH CLUB ASSOCIATION AND
MIAMI BEACH ASSOCIATION
AND
FUSS & O'NEILL, INC.
FOR
PROFESSIONAL SERVICES

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

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

Whereas, the Cost Sharing Agreement (CSA) Committee Members and the Town of Old Lyme (collectively the Alliance) desire to move the designed deep gravity sewer along Pond Road currently in the MBA Internal Infrastructure Project into the Shared Infrastructure Project to enhance the existing design and minimize costs; and

Whereas, the CSA Committee Members desire to coordinate their Shared Infrastructure Project with ongoing ConnDOT design and construction activities related to bridge replacement and road realignments at Armstrong Brook and Four Mile River respectively; and

Whereas, the CSA Committee Members desire to expand the conformed single bid authorized in Amendment #4 to conduct three (3) separate bidding services related to rebidding the Shared Infrastructure Project in Fall 2024; and

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

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

ARTICLE 2 – SCOPE OF SERVICES

Add the following Sections 2.7.1.1(a)-(c): **Detailed Design – Additional Shorefront Shared Wastewater Improvements**

2.7.1.1(a) Modify the Contract Documents (Contract Drawings and Project Manual), quantities, and unit prices in the Bid Form to add the 12-inch diameter deep gravity sewer along Pond Road in MBA from the intersection of Corsino Avenue and Pond Road to the Shared Pump Station (Approx. Station 651+20 to Station 656+20) to the Shared Sewer Infrastructure Project and coordinate the quantities into the Bid Form as unit prices for the work. Anticipated Contract Document Updates are as follows:

- Update the Cover Sheet and Index Sheet for both the Shared Infrastructure Project and MBA Internal Sewer Project

- Update the plan and profile sheets for both the Shared Infrastructure Project and MBA Internal Sewer Project, including addition of a manhole and stub for potential future connections to Associations west of MBA
- Update the boring log sheet for both the Shared Infrastructure Project and MBA Internal Sewer Project
- Update the limits of unsuitable soils sheets for both the Shared Infrastructure Project and MBA Internal Sewer Project
- Update the detail sheets
- Update the quantities in the bid form for both the Shared Infrastructure Project and MBA Internal Sewer Project
- Update the drawing list for both the Shared Infrastructure Project and MBA Internal Sewer Project
- Update the technical specifications for both the Shared Infrastructure Project and MBA Internal Sewer Project

2.7.1.1(b) Update the Contract Documents to remove the flow metering stations.

~~2.7.1.1(c) Coordinate with ConnDOT and their design engineering team to provide temporary and permanent force main connections at the two Bridge Replacements at Armstrong Brook and Four Mile River along proposed the force main route. Anticipate work includes the following:~~

- ~~• Receive and review project files (over 100 files) from Prime AE and BL Companies.~~
- ~~• Develop Microstation Sewer Plan sheet at each bridge replacement location.~~
- ~~• Develop Microstation Sewer Profile sheet at each bridge replacement location~~
- ~~• Compute cover and clearance with respect to the top of Armstrong Brook Box Culvert and the road surface.~~
- ~~• Coordinate with vendor to establish insulation needs.~~
- ~~• Develop details for crossings~~
- ~~• Detail pipe transition between C900 PVC pipe to Ductile Iron Pipe~~
- ~~• Detail Concrete Cradle for crossing Armstrong Brook (Bridge No. 06896)~~
- ~~• Detail Parapet Mounting for crossing Four Mile River (Bridge No. 02713)~~
- ~~• Detail Concrete Thrust Blocks~~
- ~~• Detail Manual Air Release Valves~~
- ~~• Detail Casing and Slide Rail Coordination~~
- ~~• Evaluate clean out structure locations~~
- ~~• Coordinate Specifications (CTDOT specifications format)~~
- ~~• Provide input for Calendar Day Chart~~
- ~~• Attend OLSSPA Coordination (2 meetings budgeted)~~
- ~~• Provide CTDOT/BL Coordination (4 meetings budgeted)~~
- ~~• Submit for review and address one (1) round of minor comments.~~
- ~~• Develop Probable Opinion of Cost (Detail Sheet and Proposal Estimate).~~
- ~~• Create Plan Subset for Each Bridge.~~

~~The proposed scope of work and budget does not include Construction Administration or Resident Project Representative Services. It is anticipated that this will be covered by DOT as part of their bridge projects.~~

Section 2.16.5 – Delete the following numbered sections from Amendment #4 and substitute the following therefor:

2.16.5 Bidding Services 2024

- 2.16.5.1 Issue and advertise three (3) revised Contract Documents electronically using an online platform (Projectdog). (i.e. Advertise for two additional bids).
- 2.16.5.4 Prepare three (3) Advertisements to Bid for the Cost Sharing Agreement (CSA) Committee Members to publish in the Hartford Courant and New London Day. (i.e. prepare two additional Advertisements to Bid). Coordinate with electronic posting agents to expand the pool of prospective bidders as desired (e.g. McGraw Hill Construction Bid Services, Dodge Data and Analytics, CTDAS, IsqFt etc.). ***Fees for publishing 3 advertisements shall be borne by CSA Committee Members.***
- 2.16.5.5 Conduct (3) virtual Pre-Bid Conferences with prospective bidders, one for each of the three bids (i.e. add two additional Pre-Bid Conferences). Record minutes and sign in sheet from the three conferences and provide them to the CSA Committee Members. Create up to two addenda to respond to prospective bidder questions for each bid.
- 2.16.5.6 Attend and facilitate the three (3) Bid Openings for the Projects and assist the CSA Committee Members with recording the bids in a tabular format. (i.e. attend two additional Bid Openings and record two additional bids).
- 2.16.5.7 Assist the CSA Committee Members in evaluating the three (3) bids for the construction contract and furnish a recommendation to award the construction contract. Provide the three (3) recommendation packages to the CSA Committee, the Town of Old Lyme and DEEP for authorization to award the contract. (i.e. evaluate two additional bids and provide two additional recommendation packages to the CSA Committee Members and stakeholders)

Add the following Section 2.17.0:

2.17.0 CTDOT Bridge Coordination - Add the following Section 2.17.0

2.17.0 Coordinate with CTDOT and their design engineering team to provide temporary and permanent force main connections at the two Bridge Replacements at Armstrong Brook and Four Mile River along proposed the force main route. Anticipate work includes the following:

- Receive and review project files (over 100 files) from Prime AE and BL Companies.
- Develop Microstation Sewer Plan sheet at each bridge replacement location.
- Develop Microstation Sewer Profile sheet at each bridge replacement location
- Compute cover and clearance with respect to the top of Armstrong Brook Box Culvert and the road surface.
- Coordinate with vendor to establish insulation needs.

- Develop details for crossings
- Detail pipe transition between C900 PVC pipe to Ductile Iron Pipe
- Detail Concrete Cradle for crossing Armstrong Brook (Bridge No. 06896)
- Detail Parapet Mounting for crossing Four Mile River (Bridge No. 02713)
- Detail Concrete Thrust Blocks
- Detail Manual Air Release Valves
- Detail Casing and Slide Rail Coordination
- Evaluate clean out structure locations
- Coordinate Specifications (CTDOT specifications format)
- Provide input for Calendar Day Chart
- Attend OLSSPA Coordination (2 meetings budgeted)
- Provide CTDOT/BL Coordination (4 meetings budgeted)
- Submit for review and address one (1) round of minor comments.
- Develop Probable Opinion of Cost (Detail Sheet and Proposal Estimate).
- Create Plan Subset for Each Bridge.

The proposed scope of work and budget does not include Construction Administration or Resident Project Representative Services. It is anticipated that this work element will be covered by DOT and their consultant team as part of their bridge projects.

ARTICLE 3 – RESPONSIBILITIES OF THE CSA COMMITTEE MEMBERS

No change.

ARTICLE 4 – PERIOD OF SERVICE

Period of service shall be extended until October 30, 2024.

ARTICLE 5 – PAYMENT TO THE ENGINEER

1. Modify the following fees and budgets and present in Schedule 1 – Fee Summary (copy attached hereto, including reimbursable expenses):

- Add Fees for Item 2.7.1.1 (a),(b) in the amount of \$3,850
- Add Fees for Item 2.16.5 in the amount of \$32,280
- Add Fees for Item 2.17.0 in the amount of \$83,780

Total - \$119,910

2. Engineer shall invoice Owner for services performed under this Agreement on a monthly basis, and Owner shall pay undisputed invoices or portions thereof within thirty (30) days of receipt. Each such invoice shall set forth: (a) an itemized description and accounting of the services provided to Owner during the previous month (e.g., quantity, rate, extension); and (b) any applicable taxes (stated separately and specifically describing the Services subject to the tax) if Owner's tax exemption certificate does not apply to the invoiced services. Invoices shall be mailed or emailed to Owner at the following address or such more recent invoice address of which Owner has provided written notice:

3.

Old Colony Beach Club Association
P.O. Box 10

Old Lyme, CT 06371
Attention: WPCA Treasurer
E-mail: douglaswhalen@comcast.net

4. Owner shall mail or otherwise deliver payment for such undisputed amounts to:
Fuss & O'Neill, Inc.
P.O. Box 24567
New York, NY 10087-4567

or by EFT/ACH transfer to JP Morgan Chase Account #581937086, or such more recent invoice address or EFT/ACH transfer account of which Engineer has provided written notice to Owner. Owner agrees to bring to Engineer's attention in writing any questions regarding Engineer's invoice within thirty (30) days of receipt. In the event that Owner does not provide Engineer with written questions within said thirty (30) days, the invoice shall be deemed accurate and acceptable to Owner. If Owner fails to pay any undisputed invoice or undisputed portion thereof due Engineer for services, expenses or other charges within thirty (30) days after receipt of Engineer's invoice therefor, the amounts due Engineer will be increased at the rate of 1.5% per month from the thirty-first (31st) day after the invoice was received and additionally, after the expiration of said thirty (30) days of receipt of invoice, if Owner has not provided Engineer in writing any questions regarding such invoice, Engineer may, after giving a minimum of seven days' written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges. Engineer may in its sole discretion suspend service on any or all other projects being performed by Engineer for Owner under any other agreements with Owner until Engineer has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Except as expressly set forth in the Agreement (including any Amendment thereto), there shall be no additional charges, costs or expenses unless mutually agreed upon in writing by Engineer and Owner. No payments made under this Agreement shall be used as evidence of the performance of this Agreement nor shall any payments be construed as the acceptance of unsatisfactory work. Owner shall not be responsible for any taxes based on Engineer's income, receipts, capital, franchise, or investment, or on any property owned by Engineer, or for any taxes based on Engineer's doing business in a particular jurisdiction.

5. It is agreed that fees associated with the proposal will be paid using the remaining budget under the various categories for CWF 720-D1 or other available funding source.
6. If additional meetings are needed then what is established and budgeted in the scope of work, Fuss & O'Neill reserves the right to upward negotiate the fees to accommodate additional meetings.

End of Amendment #5

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

**SCHEDULE 1
FEE SUMMARY**

May 1, 2018, Revised January 22, 2020, Revised February 8, 2021, Revised July 15, 2021, Revised
October 5, 2023, Revised June 5, 2024

Task	Item No.	Scope Item	Fee Basis	Cost/Budget*
00221	2.2.1	Aerial mapping & Surveying	Lump Sum	\$51,300.00
00222	2.2.2	Wetlands Delineation	Lump Sum	\$ 8,300.00
00223	2.2.3	Subsurface Investigation	Lump Sum	\$28,200.00
00224	2.2.4	Phase I Archeological Survey	Lump Sum	\$ 6,400.00
02300	2.3	Preliminary Design – Shared Wastewater Impvs.	Lump Sum	\$85,700.00
02400	2.4	Preliminary Design – Roadway Improvements	Lump Sum	\$37,500.00
02500	2.5	Preliminary Design – Storm Drainage Impvs.	Lump Sum	\$17,300.00
02600	2.6	Preliminary Design – Water Main Replacement	Lump Sum	\$0.00
02700	2.7	Detailed Design – Shared Wastewater Impvs.	Lump Sum	\$227,800.00
02710	2.71	Detailed Design – Addtl. Shared Wastewater Impvs.	Lump Sum	\$115,380.00\$31,450.00
02800	2.8	Detailed Design – Roadway Improvements	Lump Sum	\$32,900.00
02900	2.9	Detailed Design – Storm Drainage Impvs.	Lump Sum	\$25,900.00
21000	2.10	Detailed Design – Water Main Replacement	Lump Sum	\$0.00
21100	2.11	Permitting Assistance	Cost + F.F.	\$185,700.00
	2.12	Special Services During Design		
21211	2.12.1	Delineate Well/Water Service Location	Lump Sum	\$9,600.00
21212	2.12.2	Prepare A-2 Surveys – ½ COMPLETE	Cost + F.F.	\$ 2,800.00
21213	2.12.3	Financial and WPCA Assistance	Cost + F.F.	\$59,200.00**
21214	2.12.4	Policies and Procedures Assistance	Cost + F.F.	\$10,000.00
21300	2.13	Bidding Services	Cost + F.F.	\$25,000.00
21400	2.14	Basic Construction Services	Cost + F.F.	\$159,122.67
21500	2.15	Resident Representation	Cost + F.F.	\$396,824.66
	2.16	Special Services During Construction		
21611	2.16.1	Record Drawings	Cost + F.F.	\$15,982.06
21612	2.16.2	Warrantee Assistance	Cost + F.F.	\$6,937.36
21613	2.16.3	Prepare Operation & Maintenance Manual	Cost + F.F.	\$11,379.13
21614	2.16.4	Re-advertisement for Bids/add Bid Alt for DD	Cost + F.F.	\$48,617.40
21615	2.16.5	Bidding Services 2024	Cost + F.F.	\$48,930.00
21700	2.17.0	CTDOT Bridge Coordination	Cost + F.F.	\$83,780.00
TOTAL AUTHORIZATION				\$1,616,773.28

* Includes Expenses

** Reduced by \$11,200 in Amendment 2 to \$38,600. Increased by \$20,600 in Amendment 4.

Notes:

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- 1.) This revised Fee Summary Schedule 1 is contingent upon the scope of work provided herein being **completed in Fall 2024**. Delays to the schedule due to events outside of the Engineer's control shall be cause for upward renegotiation of Engineer's fees.
- 2.) Note: **Bold** Items indicate budget modifications
- 3.) Overhead rates applied to the budgets proposed above shall be maintained throughout the duration of the Agreement shall be modified only in the event that there is a decrease.
- 4.) Fuss & O'Neill shall use **2024** rates throughout the duration of Contract **Amendment #5**.
- 5.) Budgets for **Articles 2.14-2.16.3** proposed above **will need to be updated as Amendment #6 when project progresses to the construction phase**.
- 6.) Engineer shall alert CSA Committee members if there is a significant change of work that needs to be evaluated prior to undertaking it.
- ~~6,7.)~~ [Original single bid Amendment #4 Article 2.16.5 budget of \\$16,800.00 increased by \\$32,280.00 in Amendment #5 to bid the project as three separate bids. \(i.e. increase of two bids from authorized budget presented in Amendment #4\).](#)

**AMENDMENT #5 TO THE AGREEMENT
BETWEEN
OLD LYME SHORES BEACH ASSOCIATION, OLD COLONY BEACH CLUB
ASSOCIATION AND MIAMI BEACH ASSOCIATION
AND
FUSS & O'NEILL, INC.
FOR
PROFESSIONAL SERVICES
CONNECTION TO EAST LYME COLLECTION SYSTEM SHARED INFRASTRUCTURE
IMPROVEMENTS**

IN WITNESS WHEREOF, we have hereunto set our hand on the _____ day of _____, 2024:

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

By _____
Duly Authorized

Old Colony Beach Club Association,
CSA Committee Member

By _____
Duly Authorized

Miami Beach Association,
President

By _____
Duly Authorized

Old Lyme Shores Beach Association,
President - Board of Governors

By _____
Duly Authorized

Miami Beach Association,
CSA Committee Member

By _____
Duly Authorized

Old Lyme Shores Beach Association,
CSA Committee Member

By _____
Duly Authorized