

PROFESSIONAL SERVICES AGREEMENT

This Agreement is to confirm that surveying services are to be performed by: ESTIMATE #22006

Killingly Engineering Associates
Civil Engineering & Surveying 

P.O. Box 421
Dayville, CT 06241
860-779-7299

Project Description:

**Survey, Design & Permitting
Proposed Multi-Family Development
Route 44 (School Street)
Putnam, CT**

Herein after referred to as KEA, as requested by:

(See Appendix to Scope of Service)

**Connecticut Preservation Trust
P.O. Box 202
Putnam, CT 06260
Attn: Michael Cristina**

hereinafter referred to as CLIENT:

II FEE: The fee for the above described services will be one or more of the following:

total sum of **\$16,950.00**

***Proposal assumes the project will be similar to a previously approved design for 20 Duplex residential buildings (40 units total).**

A retainer in the amount of **\$3,500.00** is requested prior to the initiation of the above-described services. This amount will be credited to the client in the billing for the aforementioned services

III SPECIAL CONDITIONS: The following special conditions shall pertain: none

IV FURNISHING of DOCUMENTS: The following quantity of drawings, estimates and specifications are to be furnished by KEA: **3 sets of approved plans**

V ESTIMATED COMPLETION DATE: The estimated start date of the aforementioned services is: **12-15 Weeks from date of endorsed agreement & receipt of requested retainer**

In the event that KEA is obstructed or delayed in the completion of said services by any act of the client or the client's agents or by any act beyond the control of KEA including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

VI TERMINATION: This agreement may be terminated by either party upon five (5) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. KEA shall then be paid for the services completed up to the time of the termination date based upon the above-described fees.

VII OWNERSHIP of DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of KEA as instruments of service. The client may, at his expense, obtain record prints of drawings, in consideration of which the CLIENT will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto.

VIII PAYMENT: Unless otherwise specified in this Agreement, payment for the above described services shall be due within thirty (30) days from the date of the first billing. Project will be invoiced monthly based upon the percentage of work completed. In the event that said account is unpaid after the thirtieth day subsequent to the date of the first billing, the client shall be subject to a monthly service charge of (1% - 1-1/2%) on the then unpaid balance (12% - 18% true annual rate). In the event that any portion of all of this account remains unpaid ninety (90) days subsequent to the first billing date, the client shall pay all costs of collection including reasonable attorneys' fees.

IX AMENDMENT of AGREEMENT: This proposed agreement is valid for 90 days and may be amended only in writing signed by the CLIENT and KEA.

X APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Connecticut.

Client: _____ Date: _____

Normand Thibeault, Jr., P.E. _____ Date: _____

APPENDIX TO SCOPE OF SERVICES

22006

CONSULTATION

Client;
Connecticut Department of Transportation;
Putnam WPCA;
Town Planning official and Inland wetlands Agent.

RESEARCH

Office records research;
Land records research;
Chain of title;
Names and addresses of abutting land owners.

BOUNDARY SURVEY

Field traverse to re-certify boundary & establish control of entire parcel.

TOPOGRAPHIC SURVEY

Establish vertical control on site;
Provide vertical and horizontal control points for topographic survey;
Provide 2' contours for parcel;
Locate site and improvements.

COMPUTATION

Computations of raw field data;
Computations of lot boundaries;
Preparation of working drawing.

REGULATIONS REVIEW

Review Town Zoning regulations;
Review Town Inland Wetlands regulations.

DRAFTING SERVICES

Base mapping;
Design plan showing proposed layout;
Construction and erosion & sedimentation control details.

Client

Normand Thibeault, Jr., P.E.
Killingly Engineering Associates, LLC.

DESIGN SERVICES

Site layout & development plan (40 units);
Sightline Demonstration Plan;
Drainage Design, analysis and report;
Driveway and lot grading plan;
Plan and profile;
Erosion & Sedimentation Control plans.

APPLICATION AND REPRESENTATION

Submission of plans to CTDOT for review;
Submission of plans to Putnam WPCA for review;
Prepare and submit application to Putnam Inland Wetlands Commission and attend up to 2 meetings;
Prepare and submit application to Putnam Planning Commission and attend up to 2 meetings;

NOTE^{#1}:

The scope listed includes all the necessary services typical for this type of project. If the Town requires any additional items, Killingly Engineering will provide a quote for the additional work and obtain written authorization prior to proceeding.

NOTE^{#2}:

Client is liable for all application fees: Wetlands and Subdivision application fees, Soil scientist (if needed), etcí

Killingly Engineering will provide required plan sets for initial submission to the Inland Wetlands Commission and Planning Commission PLUS required plan sets for ONE revision for each Commission. Plans required for additional revisions will be billed separately at a rate of \$5 per sheet.

Client

Normand Thibeault, Jr., P.E.
Killingly Engineering Associates, LLC.