

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made and entered into this 18th day of December, 2018, by and between the **Town of Canton**, with offices at 4 Market Street, Collinsville, Connecticut 06022 (hereinafter called the "OWNER"), and **WSP USA Inc.**, a New York corporation, with offices at 500 Winding Brook Drive, Glastonbury, Connecticut 06033 (hereinafter called "WSP") for the Evaluation of Two Bridges: No. 023001 Washburn Road Over Jim Brook, and Bridge No. 023008 West Road over Cherry Brook (hereinafter called the "PROJECT").

In consideration hereinafter set forth, the parties hereto do mutually agree as follows:

FIRST: SCOPE OF SERVICES, SCHEDULE AND COMPENSATION

WSP shall render the SERVICES as set forth in Exhibit A attached hereto; such services shall be performed in accordance with the Schedule in Exhibit A.

The OWNER shall compensate WSP for the performance of SERVICES in Exhibit A based on fixed price basis as shown on Exhibit B.

SECOND: PAYMENT

The above services will be performed for the fixed price amount of SIX THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND NO/100 (\$6,196.00) The fixed price amount includes project related costs.

WSP will prepare invoices for interim payments on WSP's standard form and submitted every four (4) weeks. Each invoice will be prepared to request payment of the portion of the fixed price amount in proportion to the estimated percentage of the services rendered during the invoice period to the total of the services to be provided. Such invoice amount shall be paid to WSP within fourteen (14) days of presentation of the invoice.

Additional Services, if agreed by the parties, will be performed based on hourly rates stipulated in Exhibit B.

THIRD: CHANGES AND EXTRA SERVICES

The OWNER may make changes within the general scope of this Agreement. If WSP is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time

PROFESSIONAL SERVICES AGREEMENT

required for performance of this Agreement, WSP shall so notify the OWNER of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. WSP may initiate such written notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

The OWNER may request WSP to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and WSP shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly. WSP shall perform extra services only upon execution of such written amendment.

FOURTH: STANDARD OF CARE AND LIMITATION

The standard of care for all services performed or furnished by WSP and its subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality. WSP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

To the fullest extent permitted by law, the total liability, in the aggregate, of WSP, its affiliate companies, their officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by WSP.

WSP and its affiliate companies shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of its performance of the Services.

PROFESSIONAL SERVICES AGREEMENT

FIFTH: TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

This Agreement may also be terminated by either party for its convenience or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to the other party.

In the event of termination, WSP shall be compensated for all services performed and costs incurred up to the effective date of termination for which WSP has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the OWNER, WSP shall discontinue the SERVICES, and upon receipt of final payment from the OWNER, WSP shall deliver to the OWNER the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by WSP in the performance of this Agreement, whether completed or in progress subject to Articles FIFTH and SEVENTH.

SIXTH: OWNERSHIP OF DOCUMENTS

The parties hereto agree that WSP shall retain possession, rights, title and interest including without limitation copyright of all drawings, specifications, and other documents when its services have been completed. WSP grants the OWNER a nonexclusive license to reproduce the drawings, specifications and other documents prepared under this Agreement provided that the OWNER comply with all of its obligations under this Agreement.

In the event of any reuse or other use by the OWNER of the drawings, specifications, and other documents furnished by WSP hereunder, the OWNER shall indemnify, defend, and hold harmless WSP from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

PROFESSIONAL SERVICES AGREEMENT

If this Agreement is terminated for any reason prior to the final completion of the project and if under such circumstances, OWNER uses or engages the services or directs another consultant to use any documents prepared by the Consultant to complete such work, OWNER agrees to release the Consultant from any liability arising out of the use by the second consultant of the documents prepared by the Consultant.

SEVENTH: SUCCESSORS, ASSIGNS AND THIRD PARTIES

The Parties shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other party. Any unauthorized attempt thereat shall be void and unenforceable.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

Except as stated herein, this agreement is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any other third party.

EIGHTH: EXTENT OF AGREEMENT

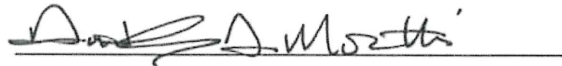
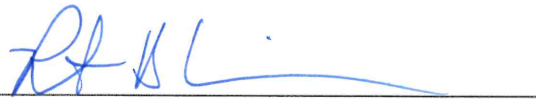
This Agreement represents the entire and integrated agreement between the OWNER and WSP and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the OWNER and WSP USA, Inc., effective from the day and year first written above.

TOWN OF CANTON

WSP USA INC.



By: Robert H. Skinner
City Administrative Officer

By:
Anthony A. Moretti, Area Manager

Date: 12-27-2018

Date: 12/18/18

PROFESSIONAL SERVICES AGREEMENT

Exhibit A

Scope of Services & Schedule

In-Depth Inspections

WSP is very familiar with the two bridges that are to be inspected and evaluated for this project. Our Lead Inspector, Matthew LaPlante, PE, performed the Screening Inspections in September of 2016. His familiarity with these bridges will allow for efficient inspections.

Bridge No. 023001: Washburn Road over Jim Brook

This bridge is a reinforced concrete rigid frame that was built in precast segments. During our screening inspection in 2016, WSP found the bridge to be in "fair" condition. We noted that the underside of the frame slab had several areas of delaminated concrete with a few spalls with exposed rebar. The frame legs had shallow rebar spalls. During an in-depth inspection, WSP will sound all areas of the frame slab and legs and remove any loose concrete to better evaluate the condition of the reinforcement. A detailed sketch with measurements will be developed for the frame slab, frame legs, channel and top of deck. Additional measurements pertaining to cost estimates for repair will be taken during the in-depth inspection. Based on our screening in 2016, no immediate actions are anticipated, however, this will be verified during the in-depth inspection. It is expected that routine concrete repairs will improve the condition of the bridge to "satisfactory" or "good."

Bridge No. 023008: West Road over Cherry Brook

This bridge is a steel corrugated deck arch with reinforced concrete abutments. During our screening inspection in 2016, WSP found the bridge to be in "poor" condition. We noted that the steel arch connection with the abutment had heavy rust and the East Abutment had heavy abrasion which has separated from the steel arch. During an in-depth inspection, WSP will evaluate how significant the corrosion on the arch is by taking measurements and sounding the remaining portions of the abutment. For this bridge, significant importance will be emphasized on the detached section of the arch. An important factor in the evaluation of this steel arch is determining the progression of the detachment since the 2016 screening. A detailed sketch with measurements will be developed for the steel arch, abutments, channel and top of deck. Additional measurements pertaining to cost estimates for both repair and replacement options will be taken during the in-depth inspection and the recommended course of action to improve the condition of the bridge will be made upon completion of the in-depth inspection.

Deliverables:

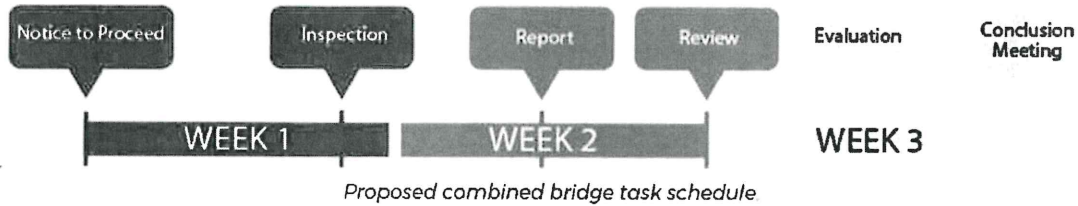
- Structural Inventory & Appraisal (SI&A)
- Typed inspection report that includes all CTDOT elements with referenced photos and sketches
- Colored photos with captions showing general conditions and all specific deficiencies
- Detailed sketches using computer-aided drafting (CAD)
- Recommendations for any necessary immediate repairs with a cost estimate
- Recommendations for any necessary long-term repairs and/or replacement with cost estimate

All deliverables will meet federal and state requirements.

PROFESSIONAL SERVICES AGREEMENT

Schedule

Upon notice to proceed, WSP will begin field inspection(s) within two (2) weeks. All efforts will be made to begin the work immediately.



±Schedule Breakdown by Task

TASKS	Bridge No. 023001: Washburn Road over Jim Brook	Bridge No. 023008: West Road over Cherry Brook	Combined Bridge No. 023001 & 023008 Completed Together
Full In-Depth Inspection	½ day	½ day	1 day
In-Depth Report	1 day	1 day	2 days
Evaluation including Recommendations for Repairs and/or Replacement	½ day	½ day	1 day
Time to Complete after Notice to Proceed	Within 3 weeks	Within 3 weeks	Within 3 weeks

PROFESSIONAL SERVICES AGREEMENT

Exhibit B

Compensation

<u>Bridge</u>	<u>Fee</u>
Bridge No. 023001, Washburn Road over Jim Brook	
Bridge No. 023008, West Road over Cherry Brook	\$6,196.00

Hourly Rates:

<u>Personnel Category</u>	<u>Hourly Rate</u>	<u>Fully Burdened Hourly Rate</u>
Lead Inspector	\$46.35	\$143.00
Design Engineer	\$39.63	\$106.00
Staff Inspector	\$32.96	\$88.00