

March 22, 2021
Revised July 8, 2021

Kenneth M. Kellogg, First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

85 Willow Street
New Haven
Connecticut 06511
Tel 203/562-2181
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***Re: Wolfe Park Multi-Purpose Fields Revisions and Construction Documents
Monroe, Connecticut***

Dear Mr. Kellogg:

Thank you for the opportunity to present our proposal for landscape architecture and civil engineering services for the Wolfe Park Multi-Purpose Fields. Based on discussions and a site visit with Town staff, we understand the scope of work will include revisions to our design plans to address cost concerns arising during the bid process in 2018, submitting the revised plans to Town staff and commissions for review and approval, and preparation of construction documents including plans and specifications based on the revised plans. Per our discussions with Town staff, the revised project scope will include:

1. Construction access may be provided along an existing farm road from the corner of Great Hollow Road and Farm View Road as an alternative to providing access through the park from the main parking lot;
2. Water service and electrical conduits to be extended from the west end of Park View Lane through an existing town right-of-way to the proposed West Field;
3. West Field shall be redesigned to have a playable area roughly 220 feet wide by 400 feet long;
4. Practice Field adjacent to existing tennis courts to be reduced in size to a playable area roughly 150 feet wide by 260 feet long so that existing stone walls north, south and west of the field will remain undisturbed, with appropriate changes to grading, drainage and landscaping; and
5. Pedestrian access to the West Field shall remain on the same alignment as previously approved and bid, but the width will be reduced and the surface changed to gravel.

Humbert V. Sacco, Jr.
David S. Golebiewski

This proposal represents completion of items as detailed under the Scope of Services included with the original Agreement for services signed 12-2-17, including Attachment "A" dated 8-13-13, revised to 9-15-13, with the following itemized details (Scope of Work, Schedule A, and Schedule B). This Proposal is not intended to replace any/all requirements of the original Agreement, but rather to add additional services necessitated by changes in project scope.

Oliver W. Gaffney
David A. Sacco
John V. Zyrllis, Jr.
Maria A. Ambrose

Accordingly, the original Agreement shall hereby remain in full force with the following itemized revisions and/or additions:

I. SCOPE OF WORK

TPA Design Group will provide the following services:

A. Access Route Analysis

TPA will prepare an analysis of the relative costs, challenges and impacts of two possible work area access routes; along the existing tractor path from Farm View Road at the end of Great Hollow Road, and from the main parking lot past the existing basketball courts and picnic pavilion.

B. Prepare Conceptual Site Plan

TPA will prepare a conceptual site plan reflecting the scope modifications listed above for review by Town staff and to facilitate discussions with various town commissions.

C. Site Plan Revisions

TPA will finalize its plans to reflect the scope changes above and any comments from town staff and commissions on the conceptual site plan, and submit the detailed plans to Town staff for review. TPA will spend up to four hours of staff time for revisions to the plans in response to further staff comments; any additional effort required to address comments or conditions shall require the express consent of the First Selectman whereupon such additional services shall be billed hourly.

D. Attendance at Town Commission Meetings

Following review by Town staff, TPA will attend meetings with the Monroe Inland Wetlands and Planning and Zoning Commissions to present the project and respond to questions.

E. Civil Construction Drawings and Specifications

TPA will make revisions to the plans based upon comments received from town staff and commissions and to accurately distinguish the scope of work for bidding.

F. Bidding Assistance – TPA will perform the following bidding phase services:

1. Respond to project scope or design questions via email during the bid period.

2. If necessary, TPA will engage a surveyor to provide adequate benchmarks to allow the contractor to properly lay out the proposed improvements.

II. TIME OF COMPLETION

TPA will complete the above Scope of Services Item A within 15 calendar days after receiving authorization to commence work, and Item B within 30 days of receiving review comments from town staff and commissions. Item C will be completed based upon the Town's schedule for commission meetings. Items D and E will be completed based upon the Town's schedule for bidding.

III. COMPENSATION

TPA Design Group will complete the above Scope of Services for the following fees, broken out by task:

A.	Access Route Analysis	\$ 1,500.00
B.	Prepare Conceptual Site Plan	\$ 2,000.00
C.	Site Plan Revisions	\$ 6,500.00
D.	Attendance at Commission Meetings (Billed hourly, allowance for approximately 5.5 hours)	\$ 1,000.00
E.	Construction Drawings and Specifications (Billed hourly, allowance for approximately 18 hours)	\$ 3,000.00
F.1.	Bidding Assistance	\$ 1,500.00
F.2.	Establish Benchmarks, If Required (Allowance)	\$ 1,500.00

Compensation for Scope Items C and D shall be invoiced on an hourly basis in accordance with Schedule A. The allowance shown for these items is an estimate only. Should the effort required for these items approach the stated allowance, TPA will inform the Town of Monroe and request adjustment based on the anticipated remaining effort. Notwithstanding the aforesaid, TPA shall not perform any services for which the compensation exceeds the amounts set forth in this Article III without the advance written consent of the Town.

IV. ADDITIONAL SERVICES

TPA Design Group can provide additional professional services if the Town so wishes. If the Town wishes to use any of the following professional services, the parties will agree either by separate written agreement or by written amendment to this agreement as to what additional professional services would be rendered to the Town by TPA Design Group and what the cost of said services would be. Therefore, except under the circumstances noted above, the following professional services are not included in the above Scope of Work:

- Construction documents or design for parking lot improvements;
- Preparation of Town general conditions, form of contract or other front-end specifications;
- Reviewing or remapping inland wetlands;
- Land surveying or construction layout;
- Soils investigations or test pits;
- Engineering services related to extending utility services other than water to the vicinity of the proposed West Field, or the design of any irrigation systems; with the exception of providing the required conduit sleeves for future installation of electrical services along the existing right-of-way and farm road to serve the westerly ball field;
- Additional meetings with town or state agencies beyond those indicated in the above scope of work;
- Any modification to the Wolfe Park Master Plan; and
- Construction administration other than as indicated above.

We appreciate the opportunity to present this proposal and look forward to continuing our work on this project. For our records we require a signed copy of this proposal as authorization to commence the work effort; a scan will be sufficient.

Respectfully submitted,

**Technical Planning Associates, Inc. d/b/a
TPA Design Group**



David A. Sacco, P.E.
Project Engineer

Accepted by: _____ Date: _____
For: Kenneth M. Kellogg, First Selectman

**SCHEDULE A
HOURLY FEE SCHEDULE
2021**

PRINCIPAL	\$225.00 Per Hour
PROJECT MANAGER	\$180.00 Per Hour
SENIOR PLANNER/ENGINEER LANDSCAPE ARCHITECT	\$180.00 Per Hour
PLANNER/ENGINEER/ LANDSCAPE ARCHITECT	\$150.00 Per Hour
ASSISTANT PLANNER/ENGINEER LANDSCAPE ARCHITECT	\$110.00 Per Hour
AUTOCAD TECHNICIAN	\$ 85.00 Per Hour
DRAFTSPERSON	\$ 65.00 Per Hour *
TECHNICIAN/RESEARCHER	\$ 65.00 Per Hour
ADMINISTRATIVE ASSISTANT	\$ 65.00 Per Hour *

** These personnel classifications are considered non-exempt by Connecticut law and require that time and one-half be paid beyond 40 hours worked in any one week. Therefore, hourly rates will be increased by 50% should overtime be authorized by client.*

These rates will be effective until December 31, 2021.

SCHEDULE B
TPA DESIGN GROUP
TERMS AND CONDITIONS
2021

Initial Payment

Initial Payment or contract retainer (varies in accordance with nature and extent of services) may be required upon execution of the contract. The payment will be credited against the final payment(s).

Reimbursables

These charges are in addition to the fee for services and shall include actual expenditures made in the interest of the project such as transportation and living when traveling in connection with the project; communications, reproduction of drawings, specifications and reports except for copies for TPA Design Group's (TPA) internal use, photography, models and renderings, equipment rental, postage and delivery charges on any of the preceding. An administrative charge of fifteen (15%) percent shall be applied to all reimbursables except for automobile mileage which will be reimbursed at the current rate established by the IRS.

Method of Payment

Payments shall be made based on monthly invoices and are due 30 days following the date issued. TPA adheres to a strict policy of not proceeding with proposed work items if monthly payments have not been received within 30 days. Interest at 1.5% per month shall accrue and be payable on any balances outstanding beyond 30 days. Client will be responsible for reasonable attorney's fees and collection charges related to delinquent accounts.

Consultants

Consultants or other outside services such as, but not limited to, wetlands scientists, hazardous waste specialists, geotechnical engineers, laboratories, boring contractors, etc., engaged by TPA for project services shall be billed at a multiple of one and fifteen hundredths (1.15) times the amount billed to TPA.

Proposals

Fee Proposals are subject to re-negotiation if not accepted within thirty (30) days of submission date, unless TPA agrees in writing to an extension when requested. The fees and terms shall remain in full force and effect for a year from the date of Agreement or as otherwise noted in said executed Agreement and are subject to revisions at that time or anytime thereafter. In the event that the parties fail to agree on new rates, either party may terminate the Agreement by giving the other party seven (7) days written notice.

Opinion of Probable Construction Costs

TPA, in its preparation of probable construction cost estimates, uses its best judgement as a professional familiar with the construction industry. It is recognized that neither TPA nor Owner/Client has control over the cost of labor, materials or equipment over the contractor's methods of determining bid prices or over competitive bidding market or negotiating conditions. Accordingly, TPA cannot and does not warrant or represent that Bids received or negotiated prices will not vary from the original probable construction cost estimates that were provided to the Owner/Client.

Ownership of Documents

Plans, specifications and computations as instruments of service, are and shall remain the property of TPA, whether the project for which they are prepared is implemented or not. The Client shall be permitted to retain copies, including reproducible copies, including reproducible copies of plans and specifications, for information and reference in connection with the Client's use and occupancy. The plans, specifications, and computations shall not be used by the Owner on other projects, for additions to this project, or for completion of this project by others, except by prior written agreement and with appropriate compensation to TPA.

Suspension

If the Project is suspended, TPA shall be compensated for services performed prior to notice of suspension.

Environmental Conditions

Unless otherwise provided under this Agreement, TPA and its subcontractors shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous material in any form including toxic substances.

Contract Understanding

These Terms and Conditions plus any attachments, represent the entire Agreement between the Client and TPA and supersedes all prior negotiations, representations or agreements, either written or oral.

These Terms and Conditions may be amended only by written instrument executed by both the Client and TPA.