

**MEETING NOTICE AND AGENDA**

**MANSFIELD INLAND WETLANDS AGENCY**

Special Meeting

**Monday, September 21, 2015 ▪ 7:00 PM**

Audrey P. Beck Municipal Building ▪ 4 South Eagleville Road ▪ Council Chambers

- 1. Call to Order**
- 2. Roll Call**
- 3. W1557-Niarhakos, 101 East Road, 3-Lot Re-Subdivision**  
Memo from Wetlands Agent
- 4. Adjournment**



# Town of Mansfield

## Department of Planning and Development

**Date:** September 16, 2015

**To:** Mansfield Inland Wetlands Agency

**From:** Jennifer Kaufman, Inland Wetlands Agent

**Subject:** 101 East Road (File #W1557)  
C. and L. Niarhakos.  
Description of work: 3 Lot Subdivision  
Map Date: March 30, 2015, revised through June 21, 2015

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Section 8.6 of Mansfield's Inland Wetlands and Watercourses Regulations and the Fee Schedule established in Article V, Chapter 122, Section 122-12 of the Mansfield Code of Ordinances, authorizes the Agency to hire independent consultants at the expense of an applicant when the Agency deems it necessary to do so. At your meeting of September 2, 2015, the Agency authorized staff to solicit proposals from independent consultants so that the Agency may retain an independent review of the above referenced application. Staff received proposals from 2 qualified firms. Two other firms were requested to submit proposals but had a conflict of interest.

Attached to this memo are proposals from two consultants, Milone and MacBroom, Inc. and CME, Inc. Both firms are on the state's approved list of contractors. In my opinion, both firms are qualified to perform the review. However, the proposal from CME is approximately half the cost of that of Milone and MacBroom. Therefore, I recommend that the Agency engage the services of CME Associates to analyze the information presented as part of the public hearing process and assist the Agency in determining whether the proposed activities as presented will have an adverse impact on the wetlands.

If the Agency agrees with this recommendation, the following motion is in order:

### **Recommendation/Suggested Motion**

\_\_\_\_\_ MOVES, \_\_\_\_\_ seconds to authorize staff to engage the services of CME, Inc. to review and analyze the information presented as part of the application for an Inland Wetland License submitted by C. and L. Niarhakos. (File #W1557) for 3 Lot Subdivision on property owned by the applicants and located at 101 East Road as shown on plans dated 3/30/2015 and revised through June 21, 2015, and as described in application submissions. Pursuant to Section 8.6 of Mansfield's Inland Wetlands and Watercourses Regulations, fees incurred for this review will be the responsibility of the applicants. A deposit in the amount of the estimated cost shall be provided prior to issuance of a notice to proceed.



September 16, 2015

Ms. Jennifer Kaufman  
Natural Resources and Sustainability Coordinator  
Inland Wetlands Agent  
Town of Mansfield  
10 South Eagleville Road  
Storrs-Mansfield, CT 06268

**RE: Inland Wetland and Watercourse Commission Third-Party Review  
William Heights Resubdivision  
Mansfield, Connecticut  
MMI #2111-13-0**

Dear Ms. Kaufman:

Per your request, Milone & MacBroom, Inc. (MMI) is pleased to provide the Town of Mansfield Inland Wetland and Watercourse Commission (IWWC) this proposal for the completion of a third-party review of the pending IWWC permit application for the project known as the William Heights Resubdivision located in Mansfield, Connecticut. The proposed resubdivision entails subdividing an existing property with a single-family dwelling into three large lots. A broad slope wetland is located on the property. The existing single-family dwelling is to remain, and two new single-family residences are proposed. The two new single-family residences are in within the town's upland review area, and no direct wetland impacts are proposed by the project. The existing dwelling is serviced by an on-site septic system, and the two new dwellings will each have individual septic systems. In addition, the new dwellings will have stormwater runoff infiltration/recharge basins. Based on our understanding of the proposed resubdivision, we have prepared the following scope of services to meet the needs of third-party review for this subject project.

## **SCOPE OF SERVICES**

### **Task 1.0 – Data Collection and Review**

- 1.1 Obtain all pertinent mapping, reports, and other information that was submitted as part of the permit application for IWWC review. We assume the town will provide electronic and/or paper copies of the supporting permit application materials to MMI.
- 1.2 Complete a site visit to verify site conditions and gain an understanding of existing upland and wetland conditions.
- 1.3 Prepare a comment letter based on review of information gathered under Tasks 1.1 and 1.2. This will include review of wetland impacts, upland review area impacts, septic system data, and stormwater-related collection and conveyance impacts.
- 1.4 Respond to the applicant's response to comment letters and revised plans as necessary.

Milone & MacBroom, Inc., 99 Realty Drive, Cheshire, Connecticut 06410 (203) 271-1773 Fax (203) 272-9733  
[www.miloneandmacbroom.com](http://www.miloneandmacbroom.com)

**Task 2.0 – Meetings**

- 2.1 Attend up to two meetings with the IWWC to present our initial review findings and address commission comments.

**SCHEDULE**

MMI understands that third-party reviews are predicated on the town's permit application review schedules, and we will make every effort to meet the necessary submittal deadlines for the IWWC.

**PROFESSIONAL FEE**

The tasks presented above will be completed on a not-to-exceed time-and-materials basis (see attached preferred hourly rate sheet). The following budgets are suggested for each task.

Task 1.0 – Data Collection and Review .....	\$7,500
Task 2.0 – Meetings.....	\$1,900
<b>Total.....</b>	<b>\$9,400</b>

In addition to the budgeted fees presented above, direct expenses such as mileage, photocopying, printing, binding, and FedEx services will be billed. For budgetary purposes, we estimate direct expenses will not exceed \$400.

**EXCLUSIONS/LIMITATIONS**

The following services are not included herein but can be readily provided by MMI under a separate agreement.

1. A-2 Property Survey
2. Topographic Survey
3. Hydraulic and/or Hydrologic Modeling
4. Wetland Delineation
5. Intense Flora and Fauna Surveys
6. Vernal Pool Surveys and/or Assessments
7. Sediment and Erosion Control Inspection

**STANDARD TERMS AND CONDITIONS**

Work will be performed in accordance with MMI's Standard Terms and Conditions (copy attached), incorporated by reference.

Ms. Jennifer Kaufman  
September 16, 2015  
Page 3

**ACCEPTANCE**

The original and one copy of this proposal are enclosed. If it satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing one copy in the space provided and returning it to us for our files.

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact me.

Very truly yours,

**MILONE & MACBROOM, INC.**



Matthew J. Sanford, MS, PWS, Associate  
Lead Environmental Scientist

Enclosures

2111-13-0-s1515-prop

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Print name and title)

## STANDARD TERMS AND CONDITIONS

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (MMI) for the Client.

- Method of Payment:** Monthly, MMI will invoice Client for all Services rendered at the completion of the field study. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. Client shall notify MMI in writing of any disputed amount within 10 days after date of invoice, otherwise Client shall be deemed to have waived any objection to all invoice charges and agreed to be acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent complete basis as determined by MMI. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that MMI retains a collection agency or attorneys to recover any monies owed by Client to MMI, then MMI shall also be entitled to recover its reasonable cost of collection and legal costs from Client, including, but not limited to, all fees and costs incurred by MMI under mediation and litigation proceedings. MMI may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by MMI within 60 days from the date of MMI's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of project. Should services be suspended for a period of ninety (90) days, MMI shall be entitled to additional compensation to reinitiate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with MMI's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

- Level of Services:** The Level of Service will be performed for the exclusive benefit of Client. MMI will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of MMI's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended and the same are specifically disclaimed.

Client shall not be entitled to assert a claim against MMI based on any theory of professional negligence or violation of the standard of care unless and until Client has obtained the written opinion from a licensed, independent and reputable engineering and/or environmental professional, as appropriate for the Services in question, that MMI has violated the standard of care applicable to MMI's performance of those Services under this Contract. Client shall promptly provide such independent opinion to MMI and the parties shall endeavor in good faith to resolve the claim within 30 days.

- Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by MMI hereunder shall be delivered to Client upon final payment for MMI's Services. Deliverables may not be used or reused by Client, its employees, agents or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of MMI. Client agrees that all deliverables furnished to the Client not paid for in full will be returned to MMI upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of MMI. Copies of any electronic media or disks of originals of any of MMI's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications and deliverables prepared by MMI are instruments of MMI's service and MMI shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

MMI shall have the right to include photographic or artistic representations of the Project among MMI's promotional and professional materials. MMI shall be given reasonable access to the Project to make such representations. Client shall advise MMI of confidential or proprietary information which should be excluded from promotional materials.

- Limitation of MMI's Liability to Client:** In recognition of the relative risks and benefits of the project to both the Client and MMI, the Client agrees that except for circumstances caused by the willful misconduct of MMI, all claims for damages asserted against MMI by Client, including claims against MMI's directors, officers, shareholders, employees and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is greater. MMI is solely responsible for its personnel only, and no others. MMI shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by Client as a result of MMI's performance or nonperformance of Services. MMI shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans, specifications or applicable code. Any claim shall be deemed waived unless made by Client in writing and received by MMI within one (1) year after completion or termination of the Services.
- Client Indemnification:** Client shall indemnify and hold harmless MMI and its shareholders, directors, officers, employees and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of Client, Client's employees, agents and subcontractors, or (ii) Client's breach of Contract.
- Required Disclosures by Client:** Client shall provide MMI all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by MMI or protection or safety of MMI personnel.
- Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services, court orders, acts of God, acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
- Termination:** This Contract may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate MMI for fees, charges for services and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to MMI under this Contract is met, MMI shall have the right to suspend or terminate further performance or continuance of Services until Client and MMI have executed an extension to the contract or a new contract.
- Entire Contract:** This Contract constitutes the entire agreement, including herein referenced proposal(s), attachments and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations or understandings, existing between the parties. This Contract may be amended only by written instrument signed by each party.
- Testimony:** Should MMI or any MMI employee be requested by any party or compelled by law to provide non-expert testimony or other evidence with respect to the Services, and MMI is not a party to the dispute, MMI shall be compensated by Client for MMI's preparations, document retrieval, document reproduction and testimony at the rates shown on the attached Fee Schedule. MMI shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the rates shown on the Fee Schedule. Client agrees to reimburse MMI for reasonable travel, lodging and meal expenses that are incurred in conjunction with providing either expert or non-expert testimony or other evidence.
- Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and MMI shall survive the completion of Services hereunder and the termination of this Contract.
- Governing Law:** This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
- Claims, Disputes/Mediation:** Any claim, disputes or other matters in question between parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by and through the process of mediation. Such mediation process shall be done by and through an independent court certified mediator. All mediation proceedings, hearings and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.

## 2015 Preferred Hourly Rate Schedule & Reimbursable Expenses

Principal	\$210.00	Per Hour
Senior Licensed Professional/Specialist	\$170.00	Per Hour
Lead Licensed Professional/Specialist	\$155.00	Per Hour
Licensed Professional/Specialist	\$145.00	Per Hour
Senior Non-Licensed Engineer/Designer/Planner	\$130.00	Per Hour
Engineer/Designer/Planner	\$113.00	Per Hour
Resident Project Representative	\$145.00	Per Hour
Chief Inspector	\$130.00	Per Hour
Senior Inspector	\$113.00	Per Hour
Senior Draftsperson/Technician	\$ 93.00	Per Hour
Draftsperson/Technician	\$ 88.00	Per Hour
Survey Crew Member	\$ 72.00	Per Hour
Clerical	\$ 57.00	Per Hour

### Reimbursable Expenses

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photo Copies – 8½ x 11	\$ 0.12	Per Copy
Photo Copies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	(IRS Rate)	Per Mile

2015 ct pfd hourly rates

## Proposal for Services



Architecture  
Engineering  
Planning  
Land Surveying  
Environmental  
Services

September 16, 2015

Jennifer S. Kaufman  
Natural Resources and Sustainability Coordinator  
Inland Wetlands Agent  
Town of Mansfield  
10 South Eagleville Road  
Storrs-Mansfield, CT 06268  
Sent Via Email: KaufmanJS@MANSFIELDCT.ORG

**RE: CME Proposal No. 002611- Revision 2**  
**Professional Review: Inland Wetlands Agency Application**  
**101 East Road**

Dear Ms. Kaufman,

As requested, we have revised our proposal to reflect the additional information received for review.

### **Staffing & Resources:**

Based on the understanding of the project provided below, we propose these services will be provided by Richard W. Canavan, PhD, Senior Environmental Scientist and Charles E. Eaton, PE, Director of Municipal Services. Dr. Canavan and Mr. Eaton regularly work together to provide expert review of wetlands and stormwater regulatory compliance. Resumes, which we had previously emailed, are attached for additional information about their experience.

### **Project Understanding**

Based on our discussion and your email, we understand that the Town of Mansfield Inland Wetlands Agency (IWA) requires the following services:

- A A review of application materials for a proposed three-lot subdivision at East Road and
- B A recommendation to the Agency for action on this application based on the applications compliance with the requirements of the Mansfield Inland Wetlands Regulations.

Based on this understanding and preliminary review of the permit application materials you provided, we have developed the proposed scope of services and associated fees for performing this work as detailed below.

☎ 860.928.7848  
🌐 [www.cmeengineering.com](http://www.cmeengineering.com)  
📍 32 Crabtree Lane, P. O. Box 849, Woodstock, CT 06281

### **Scope of Services**

The scope of services will include:

- Site inspection
- Review of application materials and intervener materials associated with the project submitted to the Town by the applicant on September 8, 2015.
- Letter report reviewing the application materials in support of a recommendation
- Assisting staff in developing an approval or denial motion based on the recommendation
- Attending a meeting on 11/2/2015 at 7 pm in Mansfield

### **Assumptions & Clarifications**

For the purpose of this proposal, we have assumed the following:

- We are provided full access to the site for the inspection

It is difficult to estimate the time and expense of engaging in additional submittal reviews and meeting attendance beyond the initial response, we would propose to conduct these services on an hourly basis or provide additional estimations of costs if additional services are required.

### **Fee Proposal & Timeframe**

CME will bill you hourly for this work with an estimated fee of \$4,325.00 (\$3,700 for review and \$625.00 for meeting attendance), based on the Scope of Work and assumptions described herein. This estimate is for budgeting purposes only and should not be considered a not to exceed fee proposal. This work will be billed in accordance with the terms and conditions of our agreement for services as attached to this proposal, as will any additional work requested of CME.

We understand that you require the letter report deliverable for this project in a timely manner and will work to achieve that pending your authorization of this proposal.

### **Terms & Conditions**

Please refer to the attached agreement for service which outlines the terms and that will govern this work. If you would like to proceed with this work, please sign, date and return one copy of this agreement in its entirety. Upon receipt of the signed agreement, I will contact you to coordinate the work. This proposal will remain valid for a period of 30 days.

Please feel free to contact me with any questions regarding this proposal or the attached agreement. We look forward to working with you.

Sincerely,



Richard Canavan, PhD.  
Senior Environmental Scientist

## Agreement for Services

The Agreement for Services (the "Agreement") is entered into by and between CME, a Connecticut Corporation ("CME") and the client (the "Owner") as identified in the attached proposal. In consideration of the terms and conditions set forth below, the parties hereby agree as follows:

1. **Services:** The "Owner" hereby retains "CME" as an independent contractor to perform the services set forth in the attached proposal (the "Proposal") for the consideration therein contained.
2. **Compensation:** Unless otherwise stated in the "Proposal", the "Owner" shall pay "CME" monthly in installments as the work progresses, based upon a percentage of completion of the fees set forth in the "Proposal". Payment is to be made within fifteen (15) days of receipt of invoice and all invoices over fifteen (15) days past due shall bear interest at the simple rate of one (1%) percent per month. Invoices not paid within thirty (30) days may result in a work stoppage by "CME". Provision of services will not recommence until all outstanding balances are brought up to date.
3. **Term:** The term of this agreement is from the date the "Proposal" is signed by both parties and submission of the required retainer, as identified in the "Proposal", for 12 months thereafter, and is subject to such extensions as the parties may mutually agree.
4. **Termination:** Either party may terminate this agreement on sixty (60) days written notice to the other party without cause. The "Owner" may terminate this "Agreement" for cause on one week's written notice to "CME", provided that prior to that time, the "Owner" shall have given written notice to "CME" indicating a default under the terms and conditions of this "Agreement" with a two week opportunity to cure any such default, and if the default is substantive and "CME" neither cures the default nor commences to cure the default. If more than two weeks is required to cure the default, then the "Owner" may terminate the "Agreement" on one week's written notice as herein set forth. "CME" may terminate this "Agreement" if the "Owner" fails to pay any invoice within thirty (30) days from the same is due, provided that prior to electing to terminate this "Agreement" for non-payment, "CME" shall give the "Owner" a ten day grace period and Notice of Default with opportunity to cure by payment of said invoice.
5. **Relationship between Parties:** Both parties expressly acknowledge it is the intention of the parties that this "Agreement" shall be a contract for services and shall not in any way create any employer/employee relationship between the parties or any co-venture or joint venture. It is expressly acknowledged and agreed that "CME" shall be responsible for its own insurance and that the "Owner" shall be responsible for any and all construction and builders' risk insurance. It is further acknowledged that if loss or damage to the "Owner" should result from the failure of performance or deficient performance by "CME" in providing the "Services", the liability of "CME", if any shall be limited to a sum equal to the amount charged to the "Owner" for the "Services" or Ten Thousand dollars (\$10,000.00) whichever sum is less. This limitation of liability shall apply to a claim for loss or damage whether based on a contract claim or tort claim.
6. **Notices:** Notices to CME shall be addressed to 32 Crabtree Lane, P.O. Box 849, Woodstock, CT 06281, and any notice shall be dispatched by certified mail, return receipt requested and shall be conclusively assumed to have been received by the party. The notice to the "Owner" will be at the address identified on the attached "Proposal".
7. **Additional Compensation:** Should the "Owner" assign additional services to "CME" during the term of this agreement, "CME" shall be compensated based on its effective hourly rate structure at the time of provision of said services.
8. **Reports:** If so requested, "CME" shall submit a progress report or memorandum in writing to the "Owner" at least monthly as part of this "Agreement" and shall meet with the "Owner" at regular meetings at least monthly to report on the status of the work.
9. **Ownership of Papers and Documents:** Any and all documents developed by "CME" during the term of this "Agreement" shall be documents owned by "CME" provided upon payment, the "Owner" shall be entitled to copies of all reports, documents, and data in possession of "CME" derived in whole or in part under this "Agreement". The "Owner" provided it is not in default in payments under this "Agreement",

has the right to request copies of any and all documents and supporting data as developed by "CME" in the furtherance of this "Agreement". "CME" is expressly granted the right to utilize images/plans/descriptions, photographs, and post a sign at the site of construction for the purpose of marketing their services and general public relations.

10. Reimbursable Costs: CME will charge the "Owner" for all reimbursable costs at cost plus a ten percent administrative fee. Reimbursable costs include, but are not limited to, Special or Overnight Delivery fees; copy or reproduction fees for reports, plan sets, construction documents, etc; sub-consultant fees; and other project specific fees as outlined in the Scope of Services.
11. Limitation of Delegation: The "Owner" and "CME" each recognize that "CME" has certain unique skills in the areas of this "Agreement". The "Owner" and "CME" further acknowledge that there is certain work contemplated in this "Agreement" that may be sublet or subcontracted to competent individuals to provide services outside the scope of "CME" normal expertise. While "CME" is not the guarantor of the work of such contractors and subcontractors, it shall see that all such contractors and subcontractors are licensed and insured and competent to do the work for which they are retained.
12. Mediation: It is expressly acknowledged and agreed that any and all disputes which may arise under this "Agreement" shall be subject to non-binding mediation provided no request for mediation shall be made later than ninety (90) days after the dispute or condition of dispute came to the attention of the parties. Mediation shall be held at a mediator's office that is reasonably convenient to Hartford, CT or other location convenient to "CME" and the "Client". The parties agree to share equally in the costs of the mediation.
13. Insurance: At the present time, "CME" maintains and shall endeavor to maintain such coverage's or reasonably equivalent coverage's for the term of this agreement, as long as the same are available on a commercially reasonable basis.
14. Contact Person: Each party to this "Agreement" shall designate one contact person, who shall be primarily responsible for coordination of the project with the other party. Either party may, through notification to the other party, change its principal contact person from time to time during the term of this "Agreement".
15. Severability: If any provision of this "Agreement" is found by a proper authority to be invalid or unenforceable, the remainder of the "Agreement" shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.
16. Entire Agreement: The foregoing constitutes the entire "Agreement" between the parties and cannot be changed or modified except in writing and signed by both parties to this "Agreement".

**Client Acceptance:**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Signature of Authorized Representative**  
Town of Mansfield, 10 South Eagleville Road, Storrs-Mansfield, CT 06268  
  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_