

**State of Connecticut
Town of Greenwich
Contract**

Town Department <u>Public Works</u>	Contract No. 7143
Division <u>Engineering</u>	Account Name <u>Design for the Replacement of North Street Bridge over West Brothers Brook</u>
Name and <u>Wengell, McDonnell & Costello, Inc.</u>	<u>Bridge No. 056-047</u>
Address <u>87 Holmes Road</u>	Account Code <u>A302-54350</u> \$9,440.18
of <u>Newington, CT 06111</u>	<u>B312-59620-18125</u> \$132,973.30
Contractor	<u>B312-59620-20127</u> \$68,086.52
	Total Amount of Contract \$210,500

This Agreement made this 25 day of May, 2022 between Town of Greenwich hereafter called the Town and Wengell, McDonnell & Costello, Inc. hereafter called the Contractor witnesseth as follows:

1. The Contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to 17 including insurance.
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Council and countersigned by the Town Comptroller.

TOWN OF GREENWICH
By [Signature] **James Michal** P.E.
Its Deputy Commissioner of Public Works

CONTRACTOR
By [Signature]
Its **Jay A. Costello, P.E.** President (seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUT }
COUNTY OF ~~FAIRFIELD~~ Hartford } ss:
Personally appeared Jay A. Costello, P.E. of Wengell, McDonnell & Costello, Inc.
(Name and Title of Officer) (Corporation)

signer and sealer of the foregoing instrument, who being duly authorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Wengell, McDonnell & Costello, Inc., before me.

VALERIE A. NAKONECHNY
NOTARY PUBLIC
STATE OF CONNECTICUT
Notary Public (seal) **COMMISSION EXPIRES MAY 31, 2023**

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT
(delete words in parenthesis if not a partnership)

STATE OF CONNECTICUT }
COUNTY OF FAIRFIELD } ss:
Personally appeared _____, (one of the members of the partnership of) _____, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed (and the free act and deed of said partnership), before me.

Approved as to legal sufficiency
Date May 27, 2022

Notary Public (seal) [Signature]
Assistant Town Counsel
[Signature]
Comptroller

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.
Date 6/1/22

AGREEMENT

**BETWEEN
TOWN OF GREENWICH, CONNECTICUT
AND
WENGELL, McDONNELL & COSTELLO, INC.
FOR
PROFESSIONAL DESIGN SERVICES
FOR THE
REPLACEMENT OF BRIDGE NO. 056-047
NORTH STREET BRIDGE OVER WEST BROTHERS BROOK
GREENWICH, CONNECTICUT
CONTRACT NO. 7143 - TOWN PROJECT NO. 22-16**

This Agreement made and entered into this 25 day of May, 2022, by and between the **TOWN OF GREENWICH** (hereinafter referred to as the “Town”), acting herein by Amy Siebert, Commissioner of Public Works, and **WENGELL, McDONNELL & COSTELLO, INC.** (hereinafter referred to as the “Consultant”) with an office located at 87 Holmes Road, Newington, Connecticut 06111, acting herein by, Jay A. Costello, President, hereunto duly authorized.

WITNESSETH:

WHEREAS, the Town contemplates the need for the Professional Services of a Consulting Engineer;

WHEREAS, the Town desires to retain the services of the Consultant to provide Design Services for the **Replacement of Bridge No. 056-047 North Street Bridge over West Brothers Brook**, Greenwich, Connecticut, Town Project No. 22-16;

WHEREAS, the Town desires to retain the services of the Consultant to provide these engineering services;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Consultant shall provide the “Scope of Services” for this Project more particularly described in Appendix A of this Agreement, detailed as Phase I.
2. The compensation is as described in Appendix B to this Agreement. The listing of hourly costs are as described in Appendix B to [Schedule of Hourly Rates], attached hereto. The work described in Appendix A, detailed as Phase I, will be performed at the hourly rate shown in Appendix B with an agreed to “not to exceed” cost, for a Lump Sum price acceptable to the Town of Greenwich. Standard reimbursable costs shall also be as listed in Appendix A.

3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a more stringent obligation of service by Consultant, shall control as to the standard of obligation and service required of the Consultant and shall thereby supplement this Contract.
4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town; however, in the event the Town discontinues the work for a period of greater than ninety (90) days, the Consultant shall be entitled to an equitable adjustment of its pricing to the mutual satisfaction of the Town and Consultant set forth in writing and signed by the parties.
5. The Basic Services work described in Appendix A of this Contract, detailed as Phase I, shall be completed in full and the documentation submitted within the seven hundred and thirty (730) calendar days specified from date of Notice-to-Proceed with the project.
6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Consultant, and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.
7. The following employee(s) of Consultant shall be deemed key personnel for purposes of this project:

Jay A. Costello, P.E., President

Consultant shall not remove or replace the above key personnel without the prior written approval of the Town. In the event any of the above key personnel leave Consultant's employ, their replacements shall be subject to the Town's approval, which shall not be unreasonably withheld, provided they are equally qualified.

8. Consultant shall not assign this Contract without prior consent of the Town in writing.
9. In the event of death or disability of the principal of the Consultant, any qualified partner or associate of the Consultant may be authorized, at the option of the Town, to continue to perform and complete all of the terms, covenants, and provisions contained in this Contract.

10. If the Consultant has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed, therefore, the Consultant, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Consultant was actually and necessarily delayed.
11. When the Town shall have reasonable grounds for believing that (a) the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or (b) a meritorious claim exists against the Consultant or the Town arising out of the negligence of the Consultant or the Consultant's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Consultant hereunder. Any amounts withheld shall be released: for performance under subsection (a) above, upon the Consultant providing a performance bond for completion of the work with a surety licensed to provide such bond in the State of Connecticut in the amount of the unpaid balance of the work; or, for claims under subsection (b) above, upon confirmation of coverage protecting the Town from the claim from the Consultant's insurance carrier. The Town may retain any amount so withheld for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Consultant, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.
12. The acceptance by the Consultant, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands, and causes of action whatsoever which the Consultant, his successors or assigns, have or may have against the Town under the provisions of this Contract except as otherwise provided by Paragraph 14 herein.
13. Consultant shall not assert any claim arising out of any supervisory act or omission by any agent, officer, or employee of the Town in the execution or performance of this Contract against any such agent, officer, or employee. Consultant shall require each person supplying labor or materials to the Consultant to agree in writing to the Consultant not to make any claim against the Town, its officers, agents, or employees by reason of such labor or materials, or by reason of any acts or omissions of the Consultant.
14. A. Indemnity – General Liability

The Consultant shall indemnify, defend and save harmless the Town and its officers, agents, servants, and employees, from and against general liability claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, on account of bodily injury, sickness, disease, death or other

damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly, to the extent caused by the negligent acts, errors or omissions, or contractual default of the Consultant, its officers, agents, servants or employees, or any of its Sub-Consultants, the Consultant shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings, provided, however, that the Consultant shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages found by a judgment entered against the Town, its officers, agents, servants or employees or a settlement consented to by the Town, its officers, agents, servants or employees to have been occasioned by acts or omissions of the Town, its officers, agents, servants or employees (other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees in the administration of the Contract) and/or other person or persons (but not including Consultant, its officers, agents, servants, employees or Sub-Consultants) in connection with the work called for in the Contract.

B. Indemnity – Professional Liability

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Town and its officers, agents, servants and employees from any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, to the extent such are caused by or alleged to be caused by the negligence of Consultant, its agents, servants, employees or sub consultants in the performance of the services required by this agreement.

15. Consultant shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Appendix C. Before commencing the work called for in this Contract, the Consultant shall furnish the Town with a completed certificate of insurance on an ACORD form as evidenced in the attached Appendix C. If the professional liability insurance procured by the Consultant provides coverage on a "claims made" basis, the Consultant agrees to maintain said insurance for as long as a claim may legally be made for errors and omissions relating to the work performed under this Contract provided the Consultant may seek a waiver of this maintenance from the Town's Risk Management Director, that will not be unreasonably denied, on grounds documented by its insurance agent/broker that such insurance or tail coverage no longer remains commercially and reasonably available.
16. Consultant agrees to comply in every respect with applicable Federal, State, and Town laws, regulations, and ordinances.
17. Consultant shall at all times be deemed to be an independent Consultant and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Consultant, its employees and agents. Consultant assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Consultant, its agents and

employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. Town shall place at Consultant's disposal all available information pertinent to the Project upon which Consultant can rely, including previous reports and any other data relative to the Project.
19. Town shall provide access to and make all provisions for Consultant to enter upon public and private lands, and to inspect existing facilities as required for Consultant to perform its work under this Agreement.
20. Town shall designate in writing a person to act as the Town's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the Town's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
21. In performing the services, the Consultant will exercise the degree of care and skill ordinarily exercised by Connecticut licensed professional engineers performing the same or similar services in the same geographic area.
22. Any report issued by Consultant will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, Consultant may review and interpret information provided by the Town and third parties and shall be entitled to rely on the accuracy of such information, without performing an independent verification. Consultant shall also be entitled to rely on the accuracy of laboratory results. Consultant may include in its report a Statement of Limitations describing the limitations of its investigations and findings that are consistent with the scope of the work called for in this contract, and indicating that the report is for the Town and the Town's Consultants' use only and shall not be relied upon by any other third party, except as expressly agreed in writing by Contractor, and then at such third party's own risk.
23. The laws of the State of Connecticut shall govern this Agreement and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated this 25 day of May, 2022

**TOWN OF GREENWICH
DEPARTMENT OF PUBLIC WORKS**

Dawn Zimmerman James Michel
Witness Dawn Zimmerman James Michel, P.E.
Deputy Commissioner of Public Works

Arthur McCormick II
Witness

**WENGELL, McDONNELL &
COSTELLO, INC.**

Stephen R. McDonnell Jay A. Costello
Witness Stephen R. McDonnell Jay A. Costello, P.E.
President

Keegan O. Elder
Witness Keegan O. Elder

(S E A L)

STATE OF CONNECTICUT)

Hartford) ss: MUNICIPALITY
COUNTY OF ~~FAIRFIELD~~)

Jay A. Costello, President for Wengell, McDonnell & Costello, Inc., a
Connecticut Corporation, on behalf of the Corporation, acknowledged the foregoing instrument
before me this 18th day of May, 2022.

My Commission Expires:

Valerie A. Nakonechny
Notary Public
S E A L

VALERIE A. NAKONECHNY
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES MAY 31, 2023



APPENDIX A

SCOPE OF CONSULTANT SERVICES

May 16, 2022

Mr. Sean T. Cardwell, Civil Engineer I
Town of Greenwich
Department of Public Works - Engineering Division
101 Field Point Road
Greenwich, CT 06830

Re: ***North Street Bridge – Emergency Bridge Replacement Design***
Our Reference No. 22046

Dear Mr. Cardwell:

Wengell, McDonnell & Costello, Inc. (WMC) respectfully requests the Town's consideration of this Proposal to provide emergency bridge repair design and construction administration services. The following is our proposed scope of services and fee proposal:

Our approach to meeting the Town's goals for the project includes:

- Meet with Town personnel to further discuss the details of the project and go over key issues and milestones to be met and addressed
- Perform detailed topographic and property surveys as well as wetland delineation
- Geotechnical evaluation including borings
- Preliminary engineering evaluation, including hydrologic and hydraulic evaluation, scour evaluation, structure type study, preliminary engineering report including cost evaluations
- Utility coordination
- Interagency Coordination Meeting
- Regulatory approvals including various State DEEP, Federal and local approvals
- Community Participation Program including a public information meeting to keep the public aware of the project and its potential impacts
- Final Design and cost opinion

PHASE 1 – DESIGN SERVICES

Task 1 – Survey and Borings

WMC will have wetlands (State and Federal) delineated by a certified soil scientist along with ordinary high water. WMC will have survey of the bridge performed, required for design and permitting of the replacement structure. WMC will prepare a boring plan and will obtain the services of a boring contractor.



Mr. Cardwell

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April 5, 2022

WMC will perform right-of-way, topographic, and stream channel surveys in the field for the road and in the vicinity of the bridge as required to prepare base mapping for project design and preparation of construction drawings. Field work will generally consist of the following:

- control survey and establishment of vertical benches and horizontal control points. All work will be based upon CCGS datum for horizontal control and USGS datum for vertical control, if existing horizontal and/or vertical control can be found within 0.5 mile of the bridge, otherwise assumed datum would be used
- perform research at Town offices and field survey at the site to establish the existing roadway right-of-way within the required standards of Class A-2 survey, and identify property owners abutting the project area. Research will consist of identifying property owners within the project area from assessor's mapping and then locating available mapping for those owners through a search of local map reference books and recent deed references. Field work will consist of spotting and locating existing pins that are readily evident from existing mapping and/or observed in the field
- topographic survey, approximately 200 feet upstream and downstream of the existing roadway centerline and approximately 200 feet on either approach to the bridge, locating buildings/garage structures, utility poles, guide rails, roadway(s), driveways, drainage structures, manhole covers, stone walls, significant trees, landscaped features including ornamental trees, shrubs, and bushes located on private property, and any other topographic features deemed pertinent for design within the project area
- stream channel sections suitable for hydraulic modeling (typically 8), in accordance with ConnDOT guidelines, will be performed. Existing Town, USGS mapping or FEMA topographic mapping will be utilized where appropriate
- location and mapping of all Federal, State and local wetland boundaries as determined by a certified soil scientist within the project area
- schedule of property owners and preparation of property maps as may be required for easements, takings and abandonments. Easement/taking maps to be Class A-2, temporary construction easements to be Class D. Up to four maps are anticipated

We will prepare a topographic base map of the bridge at a scale suitable for design, such as 1' = 40', including centerline layout, buildings, driveways, guide rails, drainage structures, stream channel, wetlands, utilities, and spot elevations as required for preparation of preliminary horizontal and vertical alignments. In addition, WMC will prepare a detailed topographic map of the proposed bridge area at a scale of 1" = 20' for the proposed structure plan.

Task 2 - Preliminary Engineering/Design

WMC prepare preliminary engineering design drawings and outline specifications for the replacement of the structure. This will represent an approximately 30% completion of the design.



Mr. Cardwell
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A structure study will be performed and WMC will evaluate appropriate structure types for replacement and will make recommendation to the Town based upon cost, hydraulics, constructability, staging for M&P of traffic, speed of construction, long term maintenance, permissibility, etc. Based upon our preliminary review, if replacement is recommended, it is likely that a clear span bridge with or without integral abutments, will be the most cost effective replacement structure.

Based upon the selected structure, we will prepare preliminary design drawings for the bridge for submittal to the Town for review and approval. Preliminary design will initiate with a project team meeting including the Town and WMC. This will be followed by the submittal of 1" = 40' scale preliminary design drawings outlining the layout and general conditions of the preferred roadway alignment and structure type. Generally, this phase will represent a 30% design submission including:

- 1" = 20' scale or 1" = 40' scale plan/profile sheets of the proposed horizontal and vertical roadway alignment, including centerline geometry, pavement transitions, guide railing, drainage, cut and fill lines, etc.
- 50 foot and critical cross sections
- typical roadway sections
- preliminary structure design sheets
- M & P/Construction phasing sheet
- schematic drainage design
- preliminary cost opinion
- prepare 30% plan submission to the Town for review
- Attendance at 30% design review meeting
- preparation of visual aids and presentation of design at a public information meeting

Task 3 – Public Information Meeting and Regulatory Approvals

WMC will prepare for and attend a public information meeting on the project. WMC will prepare and attend the interagency coordination meeting and any other meetings required for project approval. This will include local approvals as well as DEEP and Army Corps approvals. We have assumed a Preconstruction Notification level of Army Corps permit will be required and that an Environmental Report will be required.

Task 4 – Final Design

WMC will prepare 90% and 100% design plans along with special provisions and any other necessary specification needed for bidding the project. Based upon the preliminary design and public meeting input, final detailed drawings and contract documents will be prepared for public bidding.



Mr. Cardwell
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Final design will generally include the following:

- final highway design and preparation of final highway construction drawings generally including a title sheet, 1" = 20' or 1" = 40' scale plan/profile highway sheets, typical section(s) and erosion & sedimentation control details, cross section sheets, drainage details, miscellaneous details, M&P of traffic, temporary construction and permanent signing, pavement markings and guide rail detail sheets
- final design and preparation of final structure construction drawings generally including, as appropriate, 1" = 20' scale structure plan & elevation, wingwall plans, wingwall sections and elevations, structural details and bridge rail details
- maintenance and protection of traffic assuming staged construction or alternatively closing the road during construction.
- final drainage design
- final signing and pavement markings
- utility coordination, including reports of meetings and review of utility company plans
- detailed opinion of construction quantities and costs
- prepare 90% and 100% plan submission to the Town for review
- Connecticut DOT Form 818 will be utilized as the base technical specifications and WMC will prepare supplemental technical specifications, special provisions and quantity estimate, as necessary for public bidding and award of the contract
- WMC will submit one set of final plans, an original copy of all special provisions and mylars of contract drawings for public bidding by the Town
- attend review meetings with the Town

Fee Proposal

Based upon the work required, WMC proposes to complete the design scope of services for the following Lump Sum and Direct Cost fees:



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Tasks 1 through 4 are Lump Sum fees.

<u>Task 1 – Survey and Borings</u>	\$ 5,000
<u>Task 2 - Preliminary Engineering</u>	\$ 42,000
<u>Task 3 – Public Information Meeting and Regulatory Approvals</u>	\$ 39,000
<u>Task 4 – Final Design</u>	\$ 70,000

The following Direct Costs are “as incurred” not to exceed fees.

Direct Costs

Wetlands Delineation	\$ 2,000
Survey	\$ 20,000
Borings	\$ 16,000
Geotechnical Engineering	\$ 6,000
Environmental Report	\$ 4,000
Temporary Traffic Signal Design (If Needed)	\$ 6,500
Total Estimated Fee	\$210,500

PHASE 2 – CONSTRUCTION OBSERVATION & ADMINISTRATION AND DESIGN SERVICES DURING CONSTRUCTION

This phase of work shall included all construction observations and administration tasks related to construction of the bridge. It shall also include design service during construction which covers the review of shop drawings, working drawing submissions and all other Contractor submittals. The phase 2 fees shall be negotiated prior to construction when the structure type has been finalized and the number of construction calendar days is known.

We have excellent availability and look forward to assisting the Town with this important project. Should you have any questions concerning this proposal, please do not hesitate to call.

Sincerely,

Wengell, McDonnell & Costello

Keegan O. Elder, P.E.
Vice President

APPENDIX B

MAN-HOUR MATRIX



2022

FEE SCHEDULE

Fees are computed based on employee time records. Time is posted weekly and billed periodically or monthly depending upon the specific assignment. There is no separate charge for mileage to a project site or meeting however travel time for the employee(s) will be charged, portal to portal, and invoiced. Mileage will be charged for travel within the project area.

All invoices are due and payable upon receipt

BASIC RATE SCHEDULE

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$195.00
Senior Project Manager	\$150.00
Project Manager	\$140.00
Senior Hydraulics Engineer	\$150.00
Senior Project Engineer	\$135.00
Project Engineer	\$120.00
Engineer	\$110.00
Construction Manager	\$140.00
Chief Construction Inspector	\$130.00
Construction Inspector	\$105.00
CADD Operator	\$ 85.00
Licensed Survey Chief	\$140.00
Survey Instrument Person	\$ 75.00
Technician	\$ 75.00
Clerical	\$ 55.00

DIRECT COSTS and MATERIALS

Reproduction	As Incurred
Mileage	\$ 0.58/mile
Postage	As-Incurred
Laboratory and other Special Services	Cost + 10%

Legal Proceedings: Deposition and testimony will be invoiced at the above noted basic rate schedule times 1.25.

SmithBrothers.

May 17, 2022

Town of Greenwich
Engineering Division
101 Field Point Road
Greenwich, CT 06830

RE: Wengell, McDonnell & Costello, Inc DBA WMC Consulting Engineers
Town of Greenwich Contract No: 7143

To whom it may concern::

The undersigned hereby certifies as follows:

- I am a duly licensed insurance agent under the laws of the State of Connecticut and an authorized representative of all companies affording coverage under the Acord form submitted herewith.
- The Town of Greenwich and The State of Connecticut are included as additional insured under general liability policy no 6024679512, issued by Valley Forge Insurance Company to Wengell, McDonnell & Costello, Inc. DBA WMC Consulting Engineers;
- The general liability policy referenced in paragraph (2) above meets the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability.
- The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days' notice of nonpayment) of the policies listed in the Acord form.

Sincerely,



Kristen Kane
Authorized Representative for all companies listed on the Acord form
Account Manager
kkane@smithbrothersusa.com

Insurance | Surety | Risk Management | Benefits | Financial

Smith Brothers Insurance, LLC Tel: 860 652- 3235
68 National Drive Toll Free: 800 426-6946
Glastonbury, CT 06033-4314 Fax: 860 652-3236
SmithBrothersUSA.com

16.



WENGMCD-01

KKANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Kristen D. Kane	
	PHONE (A/C, No, Ext): (860) 430-3258	FAX (A/C, No):
	E-MAIL ADDRESS: kkane@SmithBrothersUSA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Wengell, McDonnell & Costello, Inc. DBA WMC Consulting Engineers 87 Holmes Road Newington, CT 06111	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: National Fire Ins Co of Htfd	20478
	INSURER C: Continental Casualty Company	20443
	INSURER D: Nutmeg Insurance Company	39608
	INSURER E: Travelers Casualty And Surety Co America	31194
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6024679512	1/11/2022	1/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 250,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6045362856	1/11/2022	1/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			6045362632	1/11/2022	1/11/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	02WECAP3T56	1/11/2022	1/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			105215745	1/11/2022	1/11/2023	Each Claim \$ 2,000,000
E	Full Prior Acts			105215745	1/11/2022	1/11/2023	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Re: WMC Project # 22046.10, Town of Greenwich Contract #7143, Design for the Replacement of North Street Bridge over West Brothers Brook.

Town of Greenwich is included as additional insured as respects to General Liability per policy forms. Primary and Non-Contributory coverage is included as respects to General Liability per policy forms.

CERTIFICATE HOLDER

CANCELLATION

Town of Greenwich Attn: Engineering Division 101 Field Point Road Greenwich, CT 06830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kristen Kane</i>