Progressive solutions for municipal infrastructure

DPC Engineering, LLC
46 Mohawk Drive
Longmeadow, MA 01106

Phone: 413-567-6310
Fax: 413-451-1030
www.DPCengineering.com

May 14, 2026

Mr. Edward Abel
WWTP Superintendent
City of Derby WPCA
1 Caroline Street
Derby, CT 06418

Re: **Engineering Services Proposal**
Value Engineering Services for
Wastewater Treatment Plant Comprehensive Upgrades

Dear Mr. Abel:

As requested, following is DPC Engineering, LLC's (DPC) proposal for the Value Engineering Services for Wastewater Treatment Plant Comprehensive Upgrades (Project) for the City of Derby (City) Water Pollution Control Authority (WPCA). Below is the Project background, as well as DPC's proposed scope of services, schedule, and fee for the Project.

PROJECT UNDERSTANDING

The City WPCA owns and operates a wastewater collection system and Wastewater Treatment Plant (WWTP). The WWTP was constructed in 1964, and was upgraded in 1973 to provide secondary treatment. The WWTP is permitted for a monthly flow of 3.5 million gallons per day (MGD), in accordance with the WWTP's NPDES Permit No. CT0100161. In accordance with upgrades required via Administrative Order No. AOWRMU15003, dated August 3, 2015, the WWTP is in the Design Phase of modernization upgrades to meet the City goals of consistently meeting effluent limits at current and future influent loading conditions, restoration of the WWTP's useful life for the next 25 years of operation, and improvement of overall operability and reliability.

The City issued a RFQ in search of a professional engineering consulting firm to provide Value Engineering (VE) services for the proposed City of WWTP Comprehensive Upgrades Project. After interviews with various engineering firms, DPC was awarded the Project by the City.

SCOPE OF SERVICES

Following is the scope of services associated with the Value Engineering Services for the Wastewater Treatment Plant Comprehensive Upgrades Project:

1. Review the Documents Provided by the City: Meet with City staff and Designer to review the proposed Project, and receive PDF copies of available information, including basis of design, plans, cost estimates, etc. Hold initial discussions with City staff and Designer in order to identify any preliminary thoughts/comments regarding the Project's progression thus far to identify possible issues and Project items needing a more thorough review during the VE process. Perform subsequent internal reviews of available documentation provided to the Project Team by City staff and the Designer.

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2. Identify VE Facilitator: DPC's VE Facilitator for the Project will be Dave Prickett, P.E. Dave will handle the day-to-day operations of the Project and be the point of contact for City staff and the Designer.

3. Site Visit: Conduct a site visit with City staff and Designer to better understand the design philosophy being used and identify potential constructability issues. Various members of DPC's Project Team will visit the WWTP to review the existing facilities/systems and the proposed upgrades.

4. Focus Areas: DPC will facilitate evaluation of several focus areas associated with the Project, including:

    a. Construction Phasing: Facilitate the evaluation of construction phasing to maximize maintenance of WWTP operations. Work with City staff and Designer to identify which parts of unit processes can be taken off-line, and for how long, to ensure that WWTP operations can maintain permit compliance during the proposed construction. Review the timing of possible downtimes with City staff and Designer to ensure permitting compliance during construction activities.

    b. Alternative Concepts: Facilitate identification and evaluation of potential alternative concepts with preliminary opinions of probable project cost (OPPC). Perform an initial review of Project components, identifying and grouping pieces together in order to create value groups. Review groups of value engineering concepts in order to identify areas with potential for value improvement. Create a ranking system for treatment functions in accordance with the City's needs, weighing cost-effectiveness and importance to meeting permit compliance requirements. Emphasize operational flexibility beyond construction as a key element to the VE process. Create alternative solutions for achieving Project key functions and goals. Develop a scoring/weighting matrix to compare alternatives in accordance with the City's Project goals of meeting permit compliance in a cost-effective manner for both short-term and long-term goals.

    c. Other Focus Areas: Review the Project with City staff and Designer. Identify concerns/comments regarding the Project's progression thus far to identify possible issues and Project items needing a more thorough review. Prepare preliminary OPPCs. Integrate other focus area needs into scoring/weighting matrix outlined above.

5. Coordination with City Staff and Designer: Maintain consistent and clear communication throughout the Project with City staff and Designer. Provide regular Project updates. Facilitate meetings and summaries thereafter.

6. VE Workshops and Meetings: Plan, facilitate and attend the following workshops during the VE Project, including VE facilitator/team, City staff and Designer, to achieve the set goals for the Project, including:

    a. Basis of Design Report: Conduct VE workshop, at City provided location, for review of the Basis of Design Report for the proposed WWTP Upgrades. This is a one-day workshop, with an on-site duration of approximately six hours.

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b. 30% Design Phase: Conduct VE workshop, at City provided location, for review of the 30% Preliminary Design Drawings for the proposed WWTP Upgrades. This is a one-day workshop, with an on-site duration of approximately six hours.

7. Preliminary VE Recommendations: Following the two above VE workshops, prepare preliminary VE recommendations into a summary outline, to be distributed to City staff and the Designer. The preliminary VE recommendations summary will be used in future discussions and follow-up workshops between the Project stakeholders.

8. Post-VE Meeting: Present preliminary VE recommendations to Project stakeholders (City, Designer and CT-DEEP) in-person at a City provided location. Review aspects of the VE process, explaining how recommendations resulted, covering factors such as lifecycle cost analyses and permit compliance considerations.

9. Draft Summary Report: Following Tasks 1 through 8, prepare draft summary report. The draft summary report for the VE Project will include preliminary findings, VE goals and methodology, scope of analysis, alternatives developed with corresponding potential cost savings, as well as any changes discussed and agreed upon from the VE workshop discussions with Project stakeholders. Submit PDF copy of draft summary report to Project stakeholders for review and comment.

10. Coordination Regarding Draft Summary Report: Coordinate and review the draft summary report with City staff and the Designer. Incorporate questions and review comments, for inclusion in the final summary report.

11. Final Summary Report: Update and finalize summary report for the VE Project. Submit PDF copy of final summary report to Project stakeholders for review and approval.

PROJECT SCHEDULE

Upon authorization from the City, we will commence the Project. The overall duration of the Project is approximately 14 to 16 weeks depending on the City review periods in between meetings.

PROJECT BUDGET

DPC will complete the work described in the Scope of Services for the lump sum fee of $79,962.75, which is based on utilization of DPC's attached terms and conditions of May 14, 2026 and the City of Derby's attached Rider.

We look forward to the opportunity to implement this Project with the Derby WPCA and its staff. Please contact me by cell at 860-418-9676 or by email at dave.prickett@dpcengineering.com if you have any questions or need additional information.

Sincerely,

DPC ENGINEERING, LLC

David R. Prickett, P.E.
President

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The following provisions are incorporated into the Agreement.

City of Derby Rider:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the Connecticut Superior Court for the Judicial District of Ansonia/Milford at Milford. Each party hereby consents to the personal jurisdiction of such courts and waives any right to a jury trial.

2. **Termination.** If the Engineer is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Engineer or for any of its property, or if its files a petition to take advantage of any debtor's act, or to recognize under the bankruptcy or applicable law, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Engineering Consultant Services and its construction, or if otherwise violates any material provision of the Agreement, then the WPCA may, without prejudice to any other right or remedy and after giving the Engineer and its surety (if any) a minimum of ten (10) days from delivery of a written notice, terminate the services of the Engineer. In the event of termination by the WPCA, in addition to any other right or remedy available to the WPCA, if the direct and indirect costs of completing the construction of the Engineering Consulting Services, including compensation for additional professional services, exceed the unpaid balance of the Agreement price, then the excess shall be paid by the Engineer. The WPCA may also, at any time, elect to cancel this Agreement, without cause and without prejudice to any other right or remedy. If the WPCA cancels this Agreement, then the Engineer shall be paid for expenses incurred up to the date of such cancellation.

3. **Counterparts and Electronic Signatures.** The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Contract. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of the Agreement and this Rider as to the parties and may be used in lieu of the original Agreement for all purposes.

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STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated May 14, 2026 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between DPC Engineering, LLC ("Engineer"), with an address of 46 Mohawk Drive, Longmeadow, MA 01106 and the City of Derby ("Client"), with an address of WPCA, Derby City Hall, 1 Elizabeth Street, Derby, CT 06418 with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.

1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

2.1 Engineer will perform all work in accordance with the attached Scope of Services.

2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.

2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.

2.5 Engineer shall have all licenses and permits required by the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement.

3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.

3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.

3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

4. Subcontracts

4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.

5. Billing and Payment

5.1 Client shall pay Engineer on a lump sum basis as set forth in the attached Scope of Services.

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5.2 Payment is due within 30 to 45 calendar days upon receipt of Engineer's invoice.

5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.

5.4 No deductions shall be made from Engineer's compensation on account or sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.

5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon ten days' written notice to Client, suspend performance of services under this Agreement. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.

6. Ownership and Use of Documents

6.1 All final deliverables prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Upon completion of the project and payment to Engineer, final deliverables shall also become property of the Client.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's insurance policies.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

8.1 Engineer is protected by Worker's Compensation Insurance, Employer's Professional Liability Insurance, and by General Liability Insurance each (with the exception of Workers' Compensation) with a minimum limit of $1,000,000 per occurrence and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such

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claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

12. Dispute Resolution

12.1 Refer to Paragraph 18.2.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

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14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Pre-Existing Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take

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reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at it's option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.

18.2 The prevailing party in any lawsuit, appeal, bankruptcy or other legal proceeding relating to this Agreement or its appendices shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party. Any action to enforce or interpret this Agreement shall be commenced or maintained only in the Connecticut Superior Court in the Judicial District of Ansonia/Milford.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is

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the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

DPC ENGINEERING, LLC

By: David R Prickett

Printed: David R. Prickett, P.E.

Title: President

Thereunto duly authorized

Date: May 14, 2026

CLIENT:

CITY OF DERBY, CONNECTICUT

By: _____

Printed: Joseph L. DiMartino

Title: Mayor

Thereunto duly authorized

Date: _____

RECEIVED
By Marc J. Garofalo, MPA, MCC, MCTC at 8:39 am, May 18, 2026