AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
TOWN OF ORLEANS, MASSACHUSETTS
AND
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this 7th day of November, 2011, by and between the Town of Orleans, acting herein by and through its Town Administrator, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 1 Trowbridge Road, Suite 351, Bourne, Massachusetts, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering and consulting services hereinafter described as Technical Review and Cost Analysis of Comprehensive Wastewater Management Plan Options and hereinafter called the PROJECT.

1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Initial Public Presentation

The ENGINEER shall conduct an initial public presentation at a Board of Selectmen's meeting that outlines the ENGINEER's approach to completing each aspect of the study. Prior to making this presentation, there are certain issues that need to be discussed with the Town such that clear directives on project scope and mission can be presented to the Board of Selectmen and the Town as a whole. Specific tasks of the ENGINEER under this scope item include the following:

2.1.1 Conduct a kick-off meeting involving all of the individuals that will have involvement in, or input to, the project. This kick-off meeting will provide an opportunity to establish the primary lines of communication going forward and establish the goals and expectations of the project.

2.1.2 Perform an initial site walk of the proposed project areas.

2.1.3 Compile all available data and plans relevant to the PROJECT from and through the Town as well as outside sources with information pertinent to the PROJECT.

2.2 Preliminary Engineering Design – Centralized System

The ENGINEER shall perform a preliminary engineering design of a centralized hybrid sewage collection network (gravity sewers, grinder pumps, low-pressure sewers, pump stations, and force mains) with a centralized treatment and disposal system at the current septage treatment facility. Specific tasks of the ENGINEER under this scope item include the following:

2.2.1 Prepare a base map of the project area using available GIS mapping. The base map shall include available information pertinent to the preliminary design, including topography, existing buildings/structures, roads, wetland resource areas, property lines, and street right of ways.

2.2.2 Perform field reconnaissance in support of the initial system layout, using the conceptual layout from the Town's recently completed Comprehensive Wastewater Management Plan (CWMP) as a starting point and incorporating a hybrid system as appropriate.

2.2.3 Generate selected street profiles and preliminary proposed sewer profiles from the existing GIS contours to "fine tune" the layout.

2.2.4 Perform further field reconnaissance to better define proposed pump station sites and cross country branches and to finalize the proposed layout of the collection system.

2.2.5 Using existing topographic mapping, conduct a limited preliminary pump station site selection process on the larger pump stations that serve more properties along the "spine" of the collection system.

2.2.6 Provide preliminary design information for the proposed wastewater treatment facility (WWTF) and the associated effluent disposal system. The preliminary design will be based on a treatment process selected to be consistent with the effluent standards expected for groundwater discharge of highly treated effluent (with Nitrogen removal being a particular focus). The preliminary design will utilize Sequencing Batch Reactor (SBR) or Membrane BioReactor (MBR) technology, along with unit operations appropriate for producing a high quality final effluent. The proposed facility will be located at the site of the existing Tri-Town Septage Treatment Facility.

2.3 Preliminary Engineering Design – STE System

The ENGINEER shall perform preliminary engineering design of an alternative system based on Septic Tank Effluent (STE) collection with sewage treatment and disposal, using cluster or satellite facilities, if and where appropriate. STE systems will consist of Septic Tank Effluent Pump (STEP) systems and Septic Tank Effluent Gravity (STEG) systems. Preliminary design of the STE system will be performed in parallel to the preliminary design of the centralized system and will follow the same general approach. Specific tasks of the ENGINEER under this scope item include the following:

2.3.1 Evaluate appropriateness of decentralized treatment options, based on costs, permitting, operations, treatment levels, and other factors. Based on this evaluation, develop a preliminary engineering design of an STE collection system with a centralized or decentralized treatment facility or facilities. The level of detail will generally parallel the hybrid sewer system layout established under the preliminary design of the centralized system with STEP systems located where grinder pumps are proposed and STEG systems used where gravity systems are proposed. Any option to be further developed shall meet TMDLs.

2.3.2 Work with STEP equipment vendors to assure that the design criteria used is comparable with the hybrid system and to develop a STE layout that includes measures to contain both on-lot and off-lot costs.

2.3.3 Work with the Orleans Board of Health to compile available information on the existing Title 5 systems in the project area, including but not limited to 1) the existence of a tank versus a cesspool, 2) the size and basic configuration of the tank, 3) the date of installation, 4) the basic location of the tank (front yard versus back yard), and 5) the invert of the pipe exiting the tank. This information will also be used to determine viability of using existing septic tanks in the STE systems as opposed to replacement with a complete septic tank/effluent pump system.

2.3.4 Perform investigations of communities that have implemented STE systems, and report on their experiences with these systems to date, including evaluation of advantages and disadvantages of these systems.

2.3.5 Develop a liquid flow train for the treatment of septic tank effluent based on proven technologies used elsewhere for similar septic tank effluent wastes, including provision of a treatment system capable of delivering an effluent comparable to that provided under the centralized option.

2.4 Public Presentation (Preliminary Design)

The ENGINEER shall conduct a public presentation at a Board of Selectmen's meeting to demonstrate that the two preliminary engineering design options have progressed sufficiently in detail to proceed to the cost estimating phase. This will be the first opportunity to present design bases for the centralized plan and STE technology to the Town. This presentation will emphasize the equivalence between these two main options, including refinement of the centralized option to reflect a hybrid sewer system layout.

2.5 Comprehensive Cost Estimates

The ENGINEER shall develop comprehensive cost estimates for each of the two preliminary design options being studied. A key component of any cost comparison is the generation of unit costs for the facilities. Since the engineering for the proposed collection and treatment system will be preliminary, the unit costs will be representative

of a fairly wide spectrum of design options. Specific tasks of the ENGINEER under this scope item include the following:

2.5.1 Using available data from similar publicly bid construction projects, the ENGINEER will provide an opinion of the probable cost to construct the projects, taking into account recent trends, such as increases in material costs.

2.5.2 For gravity sewers, pipe size is not as critical as the depth of excavation, materials to be excavated, depth to refusal, and depth to groundwater. With limited existing subsurface data, the ENGINEER will assume two pipe depth classes and make assumptions with regard to dewatering and rock excavation requirements.

2.5.3 For STEP and/or STEG system options the ENGINEER will secure actual equipment costs from vendors and will develop costs for labor, installation and site work from in-house construction cost estimators.

2.5.4 Except in areas where house/building setbacks vary widely, the ENGINEER shall estimate average pipe length and cost per foot for piping from grinder pumps and/or STEP pumps to the public way.

2.5.5 Pump station costs will be generated for up to three (3) station types, including submersible stations, suction lift stations and custom wet well/dry pit stations. All other costs associated with pump stations, including necessary appurtenances and land acquisition, will be generated using a lot percentage or numerical allowance.

2.5.6 With regard to treatment facility options, the ENGINEER will utilize the existing design basis information for the centralized treatment option. Tank sizes, treatment unit sizes, and buildable square footage will be used together with unit costs that the ENGINEER currently uses to estimate public building projects.

2.5.7 For treatment facilities to be used for STE treatment, the ENGINEER will develop a generic design based on similar facilities in use elsewhere in the Northeast. It is anticipated that these facilities will be smaller/modular facilities and buildings, sized for set flow increments.

2.5.8 To the extent practicable, the ENGINEER will also include appropriate cost factors for engineering and construction contingencies, as well as for land and legal costs. Where the cost information available is not completely on-point, higher contingency factors will be considered. Factors for construction cost increases in the future will also be developed using recent trends to assure the costs representing mid-point of construction are available for use in projecting actual funding needs.

2.5.9 To the extent possible, staffing requirements will be estimated based on the facilities to be constructed, using existing treatment facility operations on Cape Cod and elsewhere as a guide. The most recent version of NEIWPCC staffing estimator also will be used, but only when the facilities to be built are not "representative" of other facilities currently operated by the ENGINEER.

2.5.10 With regard to the collection system options, the ENGINEER will generate staffing costs for routine pump station operation and maintenance.

2.5.11 To the extent feasible, the ENGINEER will estimate annual costs for system operations as the system is constructed and as flows to the system(s) increase. These costs could be used by local officials to establish a plan for setting reasonable/affordable annual costs to system users that do not penalize those properties that connect to the public system during the early years of system development.

2.5.12 The ENGINEER will conduct a 50-year life cycle cost analysis for each alternative using the cost figures generated. It should be noted that since the costs will, for the most part, reflect preliminary engineering and will not include the details that would typically be used for such an analysis, caution should be used when comparing the life cycle cost of available options. Using a fifty year cost horizon as requested by the town also introduces a whole series of assumptions with regard to useful service life, equipment replacement, salvage value, etc. Such an analysis could be maneuvered to support different options depending upon the assumptions factored into the analysis.

2.5.13 The ENGINEER will utilize the services of an independent professional cost estimator to review and comment on the cost data generated.

2.6 Public Presentation (Cost Estimates)

The ENGINEER shall conduct a public presentation at a Board of Selectmen's meeting to review the results of the cost estimates developed. All assumptions, design basis, layouts, unit costs, and quantity take-off results will be used and presented in summary format. Back-up cost spreadsheets will also be available to document the level of detail used in the analysis.

2.7 Letter Report & Final Public Presentations

Following the meeting with the Board of Selectmen to present the findings of the cost analysis, the ENGINEER will prepare a formal letter report documenting all of the information generated during completion of the PROJECT, including recommendations for design development. Specific tasks of the ENGINEER under this scope item include the following:

2.7.1 Preparation of a draft report for presentation at a Board of Selectmen's meeting.

2.7.2 Public comments and concerns expressed at the Board of Selectmen's meeting will be addressed as appropriate, in the final document. Comments from the Board of Selectmen and Town professional staff and elected officials will be compiled and reflected in the report where such refinements provide additional clarity to the finished product.

2.7.3 Complete the final report for presentation at a Board of Selectmen meeting together with as much detail as the work effort and cost analysis provide. Final deliverables, including the number of report copies, will be provided at that time, including the system figures mounted on poster boards for future use by the town.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.

3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to planning, design or construction of the PROJECT. This shall include the following:

- Town of Orleans topographic mapping
- Back-up data, including preliminary and proposed collection system concepts and layouts developed as part of the CWMP
- Data on existing on-site disposal systems in the proposed sewer service areas by street address, to include title 5 inspection reports, construction works disposal permits, dates of system repairs, maintenance, replacement and installation as available from Board of Health files
- Permission to access design concept and cost data from collection and treatment system vendors that have generated information for use by the town and it's consultants and for others advocating for alternative solutions to the approved town plan

3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.

3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.

3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.

3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting within 10 days of signing this AGREEMENT and concluding by August 1, 2012.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of $148,200 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date. This lump sum cost is further broken down as follows:

Initial Public Presentation (Article 2.1) - $15,000
Preliminary Engineering Design (Articles 2.2 thru 2.4) - $83,200
Comprehensive Cost Estimates (Articles 2.5 & 2.6) - $30,000
Letter Report and Final Public Presentations (Article 2.7) - $20,000

5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars ($1,000,000) for bodily injury, death, and property damage.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

6.2.1 Not less than Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.2.2 Not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar ($1,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars ($1,000,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Massachusetts.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Massachusetts.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, 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, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the

available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

7.3 Hazardous Waste Indemnifications

7.3.1 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has done his or her best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S scope and compensation shall be adjusted as mutually agreed upon.

10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.

10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.6 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.7 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.8 This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

11.9 All provisions of Attachment "A" are made a part of this AGREEMENT.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

Attachment "A"

SCOPE OF SERVICES

The overall scope of the study shall include, but not be limited to, the following tasks:

Task 1. Conduct a public presentation at a Board of Selectmen's meeting that outlines the Designer's approach to completing each aspect of the study as outlined in the Scope of Services.

Task 2. Preliminary engineering design of a centralized, gravity based, sewage collection network with a centralized treatment and disposal system as outlined in the Town's CWMP:

1. Development of a detailed collection network sufficient to form the basis of a unit priced comprehensive estimate.
2. Identification of property to be acquired for pump stations and "cross country" branches if necessary. (General locations of pump stations)
3. Preliminary design of a sewage treatment and disposal facility, incorporating the latest technological advances and energy efficiency, to be located on the existing Tri-Town Septage Treatment Facility Site as described in the CWMP.

Task 3. Preliminary engineering design of an alternative system based on Septic Tank Effluent (STE) collection with sewage treatment and disposal, using cluster or satellite facilities, if and where appropriate:

1. Development of a detailed STE collection network sufficient to form the basis of a unit priced comprehensive estimate.
2. Identification of property to be acquired for satellite treatment sites, pump stations and "cross country" branches if necessary. (General locations of treatment sites and pump stations.)
3. Preliminary design of sewage treatment and disposal facilities, incorporating the latest technological advances and energy efficiency, to be located either on the existing Tri-Town Septage Treatment Plant Site as described in the CWMP or through the use of clusters or satellite facilities.
4. Provide evidence of investigations as to how other communities of similar size and geographic characteristics have implemented STE Programs and their experiences with these systems to date.

Task 4. Conduct a public presentation at a Board of Selectmen's meeting to demonstrate that the two preliminary engineering design options have progressed sufficiently in detail to proceed to the cost estimating phase.

Task 5. Develop comprehensive cost estimates for each of the two design options being studied utilizing the services of an independent professional cost estimator to determine the following:

1. Physical attributes of the entire collection and treatment system for all six phases in present day costs.

2. Engineering costs for all project phases including administration and inspection services during construction.
3. State and Federal permitting fees.
4. New property acquisition costs for potential treatment and disposal facilities, including a projection for siting, permitting, and legal costs.
5. Initial customer hook-up costs.
6. Operation and startup costs, normal maintenance for all treatment facilities, pump stations and customer STE components.
7. Staffing costs based on MassDEP requirements for each design option.
8. Life cycle costs for each alternative for a 50 year period.
9. Any other miscellaneous implementation costs or operational/maintenance considerations the Town should anticipate not specifically identified.

Task 6. Conduct a public presentation at a Board of Selectmen's meeting to review the results of the cost estimates that were developed in Task 5.

Task 7. Conduct a public presentation at a Board of Selectmen's meeting that details the draft final report and the Designer's recommended option that addresses, at a minimum, the following attributes:

1. Overall life cycle costs
2. Benefits of installation, operation, maintenance, energy consumption and equipment replacement
3. Property acquisition efforts that may be required. (Level of effort)
4. Potential impacts to residences and businesses.
5. Prepare poster board presentations of key information such as proposed collection networks, treatment sites and potential land acquisitions.

Task 8. Conduct a public presentation of the final report at a Board of Selectmen's meeting.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:
THE TOWN OF ORLEANS

By: _____

John F. Kelly
Town Administrator

WESTON & SAMPSON ENGINEERS, INC.

By: _____

Francis W. Yanuskiewicz
Senior Vice President

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____ Date: 11/8/11
Town Accountant

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number 046-001-258

T:\Marketing\Proposals\76211 MA\Orleans WWMP.591\Negotiations\AGREEMENT.doc