

ON CALL CONSULTANT ENGINEERING SERVICES AGREEMENT

THIS CONTRACT is made as of the 6TH day of NOV., 2014, by and between the Town of Canton a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and BL Companies, of 150 Trumbull Street, Hartford, CT 06103 (hereinafter "Contractor").

WHEREAS, the Town has issued a Request for Proposals to provide on call consulting engineering services (hereinafter referred to as the "RFP"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated April 24, 2014 in response to the RFP (hereinafter referred to as "Proposal"), a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform all the services as specified in the RFP; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of these services;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General - The Contractor agrees to perform services as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents"). The Contractor also agrees to all of the terms and conditions set forth in the Contract Documents.

2. Term - This Contract is for a term of one year beginning on the execution of this Agreement. Upon agreement of both parties this Agreement may be extended for a term not to exceed 36 months. Such extension must be in writing and signed by both parties.

3. Payments: Contractor shall be compensated for services either on an hourly basis or based on a lump sum amount as may be agreed to by Contractor and Town. The Town will require, prior to any work being performed or billed, an estimate of the costs for a particular work order. The estimates are to be considered "not to exceed" estimates. Contractor may only exceed estimates upon written approval of the CAO or the CAO's designate. Contractor shall bill the Town for outside services or non-

direct employees at a rate not to exceed Contractor's actual cost plus 10%. Routine copies and printing, first class postage, routine local and long distance telephone calls and facsimile transmissions and receipt will be provided without charge. Unless modified by this Agreement, Contractor shall be paid for all services at the rate specified in Contractor's Proposal. Payment for work fully performed is contingent upon the written approval of the Chief Administrative Officer or his/her designee (the "CAO"). The Town shall pay the invoice within 30 days of the CAO's approval. Contractor shall invoice the Town monthly for work performed, either based on hours, or in the case of a lump sum arrangement, on the percentage of work performed. All invoices shall clearly designate which project or projects work was performed on.

4. Right to Terminate – The Town shall have the right to terminate all or a portion of this Agreement for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination that proceeding with the Contract is not in the Town's interest. In the event of termination, the Town shall be liable to the Contractor for services performed to date and approved by the CAO in accordance with Paragraph 3, above.

5. Non-Employment Relationship - The Town and the Contractor are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.

6. No Misrepresentations or Omissions - No representation, warranty or statement of the Contractor in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.

8. Entire Agreement - It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.

9. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

10. Connecticut Law and Courts - This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

11. Defense and Indemnification - The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from the negligent provision of services provided by the Contractor. The Contractor also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Contractor's indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Contractor shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.

13. Insurance - Contractor shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Contractor shall provide Worker Compensation insurance as required by the State of Connecticut. The Contract shall further provide Automobile bodily injury and property liability coverage with a combined limit per accident of one million dollars (\$1,000,000). The Contractor shall also provide valuable papers liability insurance with a limit of one hundred thousand dollars (\$100,000) per accident. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.

14. Ownership of Documents - all records, sketches, drawings, models, renderings field notes, field books, and other documents, (electronic or hard copy) prepared by or received by the Contractor during the performance of the terms of this contract shall become the property of the Town. Documents shall be inventoried, indexed, and delivered to the Chief Administrative Officer upon the completion of contract services. Reuse of documents shall be conditional upon execution of a separate agreement between the Town and the contracting party

14. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.

15. Multiple Contracts - The Town reserves the right to enter into a service agreement with more than one consultant as may be required to ensure the fair due process of the application review process.

16. Execution - This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this 6TH day of NOV. 2014.

BL COMPANIES , INC.


Witness:



By its: **DIRECTOR OF
ENGINEERING**

TOWN OF CANTON CONNECTICUT

Witness:



Robert Skinner
Chief Administrative Officer

