

## ON CALL CONSULTANT ENGINEERING SERVICES AGREEMENT

THIS CONTRACT is made as of the 8<sup>th</sup> day of ~~SEPTEMBER~~ 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 Nathan ~~X~~ Jacobson & Associates of 86 Main Street, Chester, CT 06412 (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 22, 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 - To the fullest extent permitted by law, the Consultant, or any other person or entity contracting with the Town to perform engineering services to assist the Town in reviewing land use applications and in providing engineering services in connection with multiple projects, shall indemnify, defend and hold harmless the Town and its respective officers, elected and non-elected officials, board members, agents, and employees, the Consultant, the Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Consultant, a Sub-consultant, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein. In claims against any person or entity indemnified hereunder by an employee of the Consultant, a Sub-consultant, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-consultant under worker's compensation acts, disability benefit acts or other employee benefit 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



## REQUEST FOR QUALIFICATIONS FOR ON CALL ENGINEERING SERVICES

The Town of Canton, Connecticut, including its Land Use and Public Works Departments, (hereinafter "Town") are seeking Engineering Services both professional/technical qualifications to assist the Town in reviewing land use applications and providing engineering services in connection with municipal projects. It is anticipated that a portion of the Engineering Services could be provided by a small or single person engineering firm while other services may require a larger multi-disciplinary firm. Therefore the Town will accept professional/technical qualifications from both small and multi-disciplinary consultant engineering firms (hereinafter "Consultant"). A general description of these services is outlined below.

### Scope of Work

The Consultant(s) selected will be directly responsible for the following activities:

- Perform technical reviews of Land Use applications;
- Prepare and submit detailed reports to the Town analyzing the impact of the proposed applications upon the Town and its resources, highlighting any anticipated adverse impacts resulting from the proposed activity;
- Attend Town Agency meetings and give testimony on behalf of the Town;
- Prepare and/ or review surety bond estimates for Subdivision construction, Wetlands Permit activities, Site Plan construction and Special Exceptions construction. Make recommendation for bond reductions during constructions;
- Inspect construction of public and private improvements for Subdivisions, Site Plans and Special Exceptions as required or directed;
- Conduct construction and post construction inspection and monitoring services for compliance with Wetlands Permits and other approvals when required;
- Provide engineering services to Town Departments for municipal projects when required; and
- Perform such other tasks as the Town may from time to time require.

Consultants must be knowledgeable in the areas of law that govern wetlands, subdivision and zoning in the State of Connecticut, and have extensive experience in dealing with land use, conservation and development issues. Consultants should have demonstrated experience in representing Land Use Regulatory Agencies, including Planning and Zoning Commissions, Wetlands Agencies. Any multidisciplinary engineering firm or team should include technical experts in: site plan review; civil engineering and surveying; traffic; noise, light, hydrology/hydrogeology/geology; soils science, flora and fauna; sanitation; geotechnical/ structural engineering; architecture; landscape architecture; storm water, water and waste water quality; or other technical expert that may be required, or the ability to obtain such experts as a sub consultant in a quick and efficient manner. Any smaller firm must have experience in civil engineering and be familiar with the Land Use Regulatory process.

### Submission of Statement of Qualifications

Seven (7) copies of the Statement of Qualifications describing the respondent, its experience in regard to scope of work with examples of such projects, special expertise and strengths, and a fee schedule should be submitted **by 4:00 p.m., Thursday, April 10, 2014** to: Chief Administrative Officer of the Town of Canton, 4 Market Street, Collinsville, CT 06019.

Addendum(s) to this RFQ may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFQ addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Selection of Consultant(s)

The Town of Canton is issuing this RFQ for the purpose of determining the benefits of retaining Consultants to provide the services described in this Scope of Services and reserves the right to reject any or all Statements of Qualifications and to amend this Scope of Services in the process of selecting a Consultant. The Town of Canton reserves the right to enter into a contracted service agreement with more than one Consultant as may be required to ensure the fair due process of the application review process and to meet the specialized needs of the Commission.

Selected Consultant(s) will immediately enter into negotiations with the Town to formalize an executed agreement.

All submissions shall be final and binding on the respondent for acceptance by the Town for 120 days from the RFQ closing date and time.

A respondent filing a Statement of Qualifications thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this RFQ neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

Respondents must fully disclose, in writing to the Town on or before the closing date of this RFQ, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFQ. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFQ.

Respondents shall make all investigations necessary to inform it regarding the service(s) to be performed under this RFQ.

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

The Town is issuing this request for qualifications for the purpose of determining the benefits of retaining consultants to provide the services described in this Scope of Services and reserves the right to reject any or all responses and to amend this Scope of Services in the process of selecting a Consultant. The Town reserves the right to enter into a contracted service agreement with more than one consultant, to divide up services, and to include or not include portions thereof, within any such service agreement as may be required to meet the specialized needs of the Town.

additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town.

Selected respondent(s) shall provide errors and omissions liability insurance covering the respondent and the Town against loss for financial damages resulting from legal expenses and costs the Town may incur by fines, and penalties assessed against the Town through administrative or judicial proceedings caused by errors or omission in the billing by the Respondent in the amount of one million dollars (\$1,000,000) each wrongful act and \$1,000,000 in the aggregate.

Selected respondent(s) shall provide the Town with a certificate verifying such coverage before commencing services under this RFQ. Such policy shall require thirty (30) days' notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town and its agents and employees from and against all claims, damages, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondents' defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts as a selected respondent 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 or a selected respondent under Workers' Compensation Acts, disability benefits acts or other employee benefit acts.

Dated at Canton, CT this 13th day of March, 2014

Robert Skinner  
Chief Administrative Officer







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/7/2014

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 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).

<b>PRODUCER</b> <b>Archambault Insurance</b> 2 North Main Street P O Box C Chester CT 06412-0362	<b>CONTACT NAME:</b> Lynne Murphy <b>PHONE (A/C No. Ext):</b> (860) 526-9587 <b>FAX (A/C No.):</b> (860) 526-2412 <b>E-MAIL ADDRESS:</b> lynne@archambaultinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Continental Casualty Company</b></td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Continental Casualty Company</b>	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> <b>Nathan L. Jacobson &amp; Associates, Inc.</b> <b>Land Survey &amp; Technical Services, Inc.</b> P.O. Box 337 Chester CT 06412														

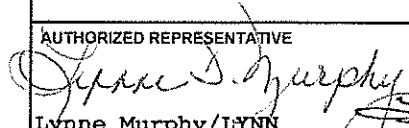
**COVERAGES**                      **CERTIFICATE NUMBER: CL149704251**                      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			AEH008226713	6/26/2014	6/26/2015	Per Claim Limit: \$2,000,000 Aggregate Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>Town of Canton</b> <b>Four Market Street</b> <b>P.O. Box 168</b> <b>Collinsville, CT 06022-0168</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Lynne Murphy/LYNN
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/7/2014

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Archambault Insurance 2 North Main Street P O Box C Chester CT 06412-0362		<b>CONTACT NAME:</b> Lynne Murphy <b>PHONE (A/C, No, Ext):</b> (860) 526-9587 <b>FAX (A/C, No):</b> (860) 526-2412 <b>E-MAIL ADDRESS:</b> lynne@archambaultinsurance.com <b>PRODUCER CUSTOMER ID:</b> 00001213	
<b>INSURED</b> Nathan L. Jacobson & Associates, Inc. Land Survey & Technical Services, Inc. P.O. Box 337 Chester CT 06412		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Casualty Co. of Reading, PA20427 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CP149700150                      **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Loc# 00001 Bldg# 00001: 86 Main Street Chester CT 06412

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	1021442101	6/26/2014	6/26/2015	BUILDING	\$		
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$	
					BASIC	BUILDING	BUSINESS INCOME	\$
					BROAD	CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				EARTHQUAKE	RENTAL VALUE	BLANKET BUILDING	\$
					WIND	BLANKET PERS PROP	BLANKET BLDG & PP	\$
					FLOOD	Valuable Papers		\$ 100,000
	INLAND MARINE	TYPE OF POLICY			\$			
	CAUSES OF LOSS	POLICY NUMBER			\$			
	NAMED PERILS				\$			
	CRIME				\$			
	TYPE OF POLICY				\$			
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$			
					\$			
					\$			

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Canton  
 Four Market Street  
 P.O. Box 168  
 Collinsville, CT 06022-0168

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

Lynne Murphy/LYNN