



February 26, 2021  
File No: 15.P000211.21

VIA EMAIL

Neil S. Pade, AICP  
Director of Planning and Community Development  
Town of Canton, Connecticut  
4 Market Street  
PO Box 168  
Collinsville, CT 06022-0168  
[npade@townofcantonct.org](mailto:npade@townofcantonct.org)

Re: Proposed Development at 36 Secret Lake Road

Dear Neil:

GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this proposal to the Town of Canton (Town) to provide engineering peer review services. GZA understands that the proposed project involves the development of land at 36 Secret Lake Road; Assessor Map 36; parcels 467/0036 (the Site) and is the subject of a Subdivision Development Application before the Canton Planning and Zoning Commission (Commission). The proposed project involves development of two new single-family residential lots with two new proposed dwellings and rebuilding an existing driveway. We understand that the Commission is seeking a consultant to review and provide comments on the proposed civil design and stormwater management for the Site, as presented in the following documents provided to GZA:

1. *Development Report for Bear Heights, 36 Secret Lake Road, Canton, Connecticut, Prepared for TMC Residential, January 25, 2021, by CCA, LLC.,*
2. *Drainage Report for Bear Heights, 36 Secret Lake Road, Canton, Connecticut, Prepared for TMC Residential, January 25, 2021, by CCA, LLC., and*
3. *Drawings for Bear Heights, 36 Secret Lake Road, Canton, Connecticut, Prepared for TMC Residential, January 25, 2021, by CCA, LLC., Sheets N1, SCM1, S1, S2, D1, ES1.*

#### **SCOPE OF SERVICES**

##### **Task 1: Review of Submitted Documents**

GZA will review the aforementioned reports and drawings with respect to the documented assumptions, methodology and results.

GZA will prepare and submit a memorandum to the Commission that evaluates these items and consistency with the Canton Subdivision Regulations (effective March 12, 2019), 2004 Connecticut Stormwater Quality Manual, the Connecticut General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, and the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control. The memorandum will be submitted in electronic (.pdf) format.



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GZA's proposal assumes up to thirteen (13) hours of review by a Project Engineer, plus 6 hours for memorandum preparation and internal review prior to issuance. This scope of services does not include a site visit nor attendance at meetings.

#### **COST AND BASIS OF BILLING**

GZA has estimated the cost of the Scope-of-Work outlined above at a not-to-exceed \$2,900.00 based upon a time and material basis. GZA will utilize our State DAS contract rates (attached) that include a 5% mark-up on outside services and out-of-pocket expenses.

#### **SCHEDULE**

GZA is prepared to commence the work upon authorization. GZA understands that time is critical because of the pending application. We will provide our memorandum within 10 business days of authorization.

#### **CONDITIONS OF ENGAGEMENT AND ACCEPTANCE**

GZA is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, GZA will notify Client of that Force Majeure event. Conditions of engagement are described in the DAS Contract dated November 26, 2019 (available upon request). This Proposal for Services and the Terms and Conditions shall constitute the entire agreement between GZA and The Town of Canton. Issuance of a purchase order implicitly acknowledges acceptance of our Terms and Conditions.

Consultant is not responsible for delays caused by factors beyond Consultant's reasonable control, including but not limited to pandemics, epidemics, frustration, strikes, lockouts, work slowdowns, or work stoppages (whether by Client or by government action); accidents or acts of God; failure of governmental or other regulatory authorities to act in a timely manner; shutdown of governmental or other regulatory authorities; or failure of the Client to furnish timely information, review comments, in a timely manner. When such delays beyond Consultant's reasonable control occur, the Client agrees that Consultant is not responsible for damages, nor will Consultant be deemed to be in default of this Contract. If the performance of this Agreement is affected by the Force Majeure Event Consultant shall undertake reasonable measures to make up for the time lost through delay and Consultant shall be compensated for delays including but not limited to demobilization and mobilization, increased staffing, multiple shifts, additional materials and equipment. If performance by Consultant is delayed due to a Force Majeure Event, the Schedule will be extended for a period of time reasonably necessary to overcome the effect of the delay, subject to Purchaser's right to terminate this Agreement in whole or in part.



Thank you for the opportunity to provide these services to the Town of Canton. If you have any questions, please call Rosalie Starvish at 1-860-550-2777.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

*Rosalie T. Starvish*

Rosalie T. Starvish, P.E., CFM, CPMSM  
Project Manager

*Tom E. Jenkins*

Thomas Jenkins, P.E.  
Consultant / Reviewer

*Stephen L. Lecco*

Stephen L. Lecco, A.I.C.P., C.E.P.  
Principal-in-Charge

Attachments: Master Services Agreement DAS Contract Rates 2019-2024

This Proposal is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client.

**TOWN OF CANTON, CONNECTICUT**

By: *Robert H. Stinn*

Its: CAO

Printed Name: Robert H. Stinn

Date: 4/26/21

Billing Address (if different from above): \_\_\_\_\_

\_\_\_\_\_

**MASTER SERVICES AGREEMENT**  
**DAS CONTRACT RATES**  
**2019-2024**

Principal Level (All) / Senior Consultant .....	\$210.00 per hour*
Senior Project Manager.....	\$175.00 per hour
Sr. Technical Specialist .....	\$170.00 per hour
Project Manager .....	\$140.00 per hour
Assistant Project Manager .....	\$115.00 per hour
Engineer/Scientist I .....	\$100.00 per hour
Engineer/Scientist II .....	\$85.00 per hour
CADD Operator .....	\$100.00 per hour
Technician .....	\$85.00 per hour
Word Processor .....	\$80.00 per hour
Clerical .....	\$80.00 per hour

The above rates for personnel will be charged for actual time worked on the project. In addition, there will be charges for:

- Time required for travel from Company office to job or meeting site and return.
- For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.
- Technical and field equipment rental charges based on standard unit prices.
- Outside services and Out-of-Pocket Expenses - at cost plus 5%.

DAS Contract Rates 2019-2024