



An Employee-Owned Company

March 21, 2014

Robert Martin, Director of Public Works
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022

**Re: Project: Design Support for Reconstruction of
Andrew Drive and High Valley Drive
Canton, CT**
Site: Canton, CT
BL Project No.: 14C4883-A

Dear Mr. Martin:

We are pleased to submit this Agreement to perform professional services in connection with the above referenced project.

BL Companies, Inc. directly or through one or more affiliated companies, which together are doing business as "**BL Companies**," and are referred to collectively below as the "**Consultant**" will perform professional Services for the Town of Canton referred to below as the "**Client**".

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant's understanding that the nature of the Project is to reconstruct and repave Andrew Drive and a portion of High Valley Drive in the town of Canton.

The location of the Project is along Andrew Drive, from its intersection with West Simsbury Road through the intersection of High Valley Drive to a point at or near 85 High Valley Drive, referred to below as the "**Site**". The proposed improvements include roadway reconstruction, underdrain and limited drainage design for the 10,000 linear feet of roadway.

The professional Services to be provided are more specifically described in the Scope of Services below. Consultant's Services generally will consist of performing field visits, gathering existing project site information, reviewing record reports and recommendations and developing bid documents.

II. CLIENT RESPONSIBILITIES

Client is responsible for providing the following information or other items to Consultant. Delays in providing, or omissions in, such information or items will likely result in Additional Services. Consultant may use such information in performing its Services and is entitled to rely upon the accuracy and completeness thereof. Unless specifically stated in the Scope of Services



set forth below, Consultant will not independently verify such information and is not liable for any errors or omissions. The information and other items to be provided by Client, or other consultants acting on behalf of Client, are:

- Providing the Consultant with lawful access to the Site.
- Providing the Consultant with the pavement report (prepared by VHB for Town of Canton).
- Providing the Consultant with as-built drawings.

III. SCOPE OF SERVICES

A. Basic Services

Consultant can perform the following Hourly Services in relation to the Site:

1. Gather Project Information.
2. Civil Engineering Support.
3. Prepare Bid Documents.

The specific tasks Consultant will perform as part of the Basic Services in relation to the Site are as follows:

1. **Gather Project Information.** The Consultant will meet with the local officials and collect available information regarding the existing pavement condition and recommendations. The Client will also supply any record information for use as background information.
2. **Civil Engineering Support.** The Consultant will perform field/site visits to review pavement conditions, observation of drainage structures and conditions, recommend improvements for drainage, which may include underdrainage and curb/edge of road layout (horizontal).
3. **Prepare Bid Documents.** The Consultant will prepare and issue the necessary bid documents for the reconstruction of Andrew Drive and a portion of High Valley Drive. The Preparation of the Bid Documents includes the following:
 - I. Prepare the following construction plans for bid:
 - a. Title Sheet
 - b. Typical Cross Sections
 - c. Four (4) 40 Scale plan sheets. No actual survey is being provided. The plans will be based on aerial or LiDAR mapping.
 - d. Three (3) Detail Sheets



- II. Prepare contract Specifications – Specifications will be based on the State of Connecticut Form 816
- III. Prepare Opinion of Probable Costs – Consultant will utilize the State of Connecticut current unit prices to determine the opinion of probable costs.
- IV. Incorporation of Town comments
- V. Front End Specifications – Sample front end documents will be supplied by the Client for the Consultant to edit.
- VI. Preparation of one (1) Addenda to the Construction Documents as clarifications are required.

B. Exclusions and Additional Services

The Scope and Fee for Basic Services are based on information provided by Client. If Project parameters or field conditions vary significantly or if unforeseen circumstances arise, such changes will likely result in Additional Services and may affect Project costs.

The Services being provided within the Fee for Basic Services are only those which are expressly set forth in this Agreement. All other Services are Additional Services.

Additional Services will be provided only if authorized by Client. Authorization may be made by any reasonable means including fax or email.

Consultant can provide any or all of the following Additional Services. Additional Services will be paid on an hourly basis invoiced at the Consultant's Hourly Billing Rates in effect when the Services are performed.

- I. In addition to the specific items identified as Additional Services under individual work phases, Consultant can provide additional types of Services including:
 - a. Attendance at Town or Commission meetings.
 - b. Survey Services including property surveys, topographic surveys, aerial mapping, easement maps, subdivisions, wetlands delineation and mapping, boundary monumentation and layout.
 - c. Environmental Services including review of (i) Phase I and Phase II Environmental Site Assessments, (ii) Hazardous Building Materials Inspection (HBMI), and (iii) investigation of vapor intrusion and supervising the design and implementation of remediation or mitigation strategies including vapor barrier and/or ventilation systems.
 - d. Geotechnical investigation, analysis and recommendations.
 - e. Concept plans.
 - f. Review of traffic studies and analysis.
 - g. Civil site design.
 - h. Regulatory analysis and permitting strategies including zoning, wetlands and other local, state and federal requirements.



- i. Landscape architecture.
 - j. Construction administration and inspection.
 - k. Cultural Resource services including Section 106 compliance; historic architecture and archaeological investigations; and Geographic Information Systems (GIS) analysis.
 - l. Natural Resource services including NEPA compliance, wetland assessment and mitigation, stream assessment and restoration, terrestrial and aquatic ecological assessment, forest studies and forest conservation, watershed conservation and planning and conservation grants.
2. Redesign or excessive reviews or revisions required by Client or public agencies. The Fee specified is based on reasonable and customary revisions and reviews required by public agencies. Redesign or excessive revisions or reviews will constitute Additional Services.
 3. Any activities in connection with prosecuting or defending an administrative or judicial appeal of any action by a governmental entity, or any other litigation or arbitration relating to the Project or the Site and any additional design or permitting activities resulting from the final resolution of such appeal or litigation.
 4. Modifications to Consultant's work required by changes in applicable federal, state and local law, including statutes, ordinances and regulations.
 5. Preparation, attendance and presentation at meetings and public hearings other than those specified as part of Basic Services.
 6. Services necessary to respond to the recommendations of any value engineering exercise including modifications to any reports, drawings, specifications, bidding or other documents.
 7. Review, revision and execution of certifications required by Client. Consultant will not certify to matters that are beyond the scope of services provided by Consultant.

IV. SCHEDULE

Consultant will work with the Client to develop the plans by a date that is mutually agreed upon by both parties. In interim submission will be prepared prior to a final submission.

V. FEES AND EXPENSES

A. Fees For Basic Services

The Fee specified is based on Consultant providing all of the Services included in Basic Services. If the Client desires Consultant to perform some, but not all, of the Services included



in Basic Services, then the Fee for individual phases may increase. The revised Fee will be negotiated separately.

The Fee specified is based on Consultant performing the Basic Services in a logical and efficient sequence. If Client directs a different sequence of Services, such revised sequence will likely require Additional Services and may impact the Schedule of the Project including regulatory review and approvals. Consultant shall not be responsible for any increased costs or delay in the Project resulting from Client's decision to alter the sequence.

The breakdown of the Total Fee among the phases as set forth below is a good faith estimate. The cost of particular phases of Services may exceed the estimate below, but Consultant will not incur Fees beyond the total for items within the Total Fee without Client authorization.

<u>Phase</u>	<u>Service</u>	<u>Fee</u>	
		<u>Amount</u>	<u>Type</u>
BASIC SERVICES			
1.	Gather Project Information	\$2,500	NTE
2.	Civil Engineering Support	\$9,000	NTE
3.	Preparation of Bid Documents	\$12,000	NTE
	Reimbursable Expenses (Mileage, Printing & Postage)	\$500	
	Total (If all services are requested):	\$24,000	NTE

Not to Exceed Fee. Consultant will provide the Basic Services identified as "Not to Exceed" or "NTE" on an Hourly basis, at its Hourly Billing Rates in effect when the Services are performed and Client will pay for the time actually spent; but Consultant will not incur Fees above the NTE Fee without authorization or approval from Client. Authorization or approval can be given by any commercially reasonable means including facsimile or email. The NTE Fee is a good faith estimate based on the information currently available about the Project and the extent of Consultant's effort that will be required by the Client, but Consultant does not guaranty that the Services can be completed within the NTE Fee. Fees for each phase will be billed monthly on the basis of time spent.

B. Fees for Additional Services

All Additional Services will be paid in addition to the Total Fee. Unless otherwise agreed, such Additional Services will be paid on the basis of actual time spent using the Hourly Billing Rates in effect when the Services are performed.



C. Reimbursable Expenses

1. Expenses included as overhead:

Routine copies and printing, first class postage, routine local and long distance telephone service and facsimile transmission and receipt will be provided without charge.

2. Expenses reimbursable to Consultant unless otherwise superceded by the On Call Consultant Engineering Services Agreement dated 19 April 2010 between the Town of Canton and BL Companies:

All other out-of-pocket expenses including subconsultants, subcontractors, materials, equipment rentals, mileage, travel expenses, multi-set or large volume copying and printing, binding, overnight delivery service, postage in excess of first class postage, hosted third party conference calls and application Fees and related expenses required for agency or Client submissions are Reimbursable Expenses. Client will pay Reimbursable Expenses to Consultant at cost plus fifteen percent (15%) for administration and overhead.

- o The Reimbursable Expenses are only an estimate. All actual Reimbursable Expenses will be paid.

D. Hourly Billing Rates

Consultant will utilize the following Hourly Billing Rates, which include fringe, burden and overhead:

CLASSIFICATION	HOURLY RATE
ENGINEERING	
Principal Engineer	\$150-\$170
Principal Project Manager	140-160
Project Manager	110-130
Senior Engineer	100-120
Project Engineer	80-100
Technician	40-60
Draftsperson	60-70
Clerical	50-60



ARCHITECTURE

Principal Architect	\$150-\$170
Principal Project Manager	140-160
Project Manager	110-130
Project Architect	100-120
Project Designer	80-100
Staff Architect	70-90
Architectural Designer	60-85
Administrative Assistant	45-60

CONSTRUCTION ADMINISTRATION

Construction Manager	\$100-\$110
Assistant Manager	90-100
Chief Inspector	80-100
Inspector	60-80
Draftsperson	60-70
Clerical	50-60

ENVIRONMENTAL

Principal Environmental Scientist	\$150-\$170
Principal Project Manager	140-160
Project Manager	110-130
Senior Engineer	100-120
Project Engineer	80-100
Technician	50-60
Clerical	50-60

CLASSIFICATION

HOURLY RATE

LAND SURVEY

Licensed Land Surveyor	\$125-\$135
Two-man Survey Crew	125-135
Three-man Survey Crew	165-175
Survey Technician	75-85



CADD SERVICES

CADD Engineers	\$60-\$75
CADD Operator/Technician	55-70
CADD Manager	N/A

OTHER SERVICES

Landscape Engineers	\$70-\$105
Transportation Planner	100-120

E. Fee Protection

The Fee shall remain in effect for services provided within six months of the date this Letter Agreement was issued.

The Hourly Billing Rates shall remain in effect for work done during the calendar year. Consultant adjusts its Hourly Billing Rates annually on January 1.

F. Billing

Unless otherwise superceded by the On-Call Consultant Engineering Services Agreement dated 19 April 2010 between the Town of Canton and BL Companies, the Consultant will bill Client by issuing invoices as of the end of each month beginning with the commencement of work and continuing through Project completion. Each monthly invoice will be for all Fees earned (whether for Basic Services or Additional Services) and Reimbursable Expenses incurred by Consultant during the month. Client agrees that all invoices are due on receipt. Client's payment of the invoice will acknowledge that Client is satisfied with Consultant's services and knows of no defect or deficiency in Consultant's services at the time of payment. If Client objects to all or any portion of the invoice, Client will notify Consultant within ten (10) business days from the date of receipt of the invoice and shall make timely payment of the undisputed portion of the invoice. The parties will immediately confer to resolve the disputed portion of the invoice.

Consultant reserves the right to charge interest at 1.5% per month on the unpaid balance of any invoice beginning on the 31st day after the date of the invoice. Consultant also reserves the right to suspend or terminate Services on all of Client's Projects if any balance remains unpaid for more than 30 days after the date of the invoice. If Client is or has been delinquent in its payments, Consultant reserves the right to require payment prior to the commencement of additional work. Consultant shall not be liable to Client for any costs or damages or any impact on Project Schedule that may result from Consultant's suspension of services due to Client's



nonpayment. If Consultant resumes services after all invoices have been paid, the schedule and compensation may be equitably adjusted to reflect any delays or additional costs caused by such suspension of services. Continuation of service is not a waiver of Consultant's right to collect all sums due and is not a waiver of Consultant's right to suspend or terminate Services at a later time. The suspension or termination of Services shall be without further obligation or liability from Consultant to the Client but shall not relieve the Client of the obligation to pay for Services performed by Consultant through the date of termination. Consultant reserves the right to withhold any deliverables until Client has paid in full. If Consultant engages an attorney or collection agency to collect any unpaid balances, the Client shall be responsible for all costs, expenses, attorney Fees for outside and in-house counsel and collection Fees incurred by Consultant in the collection of any unpaid balances.

VI. TERMS & CONDITIONS

A. Standard of Care

Services provided by Consultant under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Client recognizes that the professional standard of care does not require that the Consultant's instruments of service will be perfect and that some change orders may be required even by instruments of service that meet the professional standard of care.

Accordingly, and in recognition of the possibility of unforeseen circumstances occurring during the life of the Project, the Client agrees that the Project budget for design and construction will include a contingency which is reasonable in light of the stage of the Project and the information available at the time the budget is established. Consultant will not be liable for increased construction costs that are within a reasonable contingency.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's Services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. Failure to notify, or delay in notifying, the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the amount the remedy would have cost if prompt notification had been given when the defects were first discovered.

In the event a change is required because the Consultant breached the standard of care, then: (1) the Consultant shall be responsible for revising its instruments of service at no cost to the Client; (2) if a required item or component of the Project is omitted from the Construction Documents or if a Change Order is otherwise required, Consultant shall be responsible for paying the

incremental cost of adding or correcting that item or component, excluding the reasonable cost that would have been incurred by the Client at the time of the original bid for such Project item or component, to the extent that such item or component would have been required and included in the original Construction Documents; (3) in no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

B. Compliance with Laws

The Consultant shall exercise the applicable professional standard of care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of issuance of this Agreement. Modifications to Consultant's work required by changes in applicable federal, state and local law including statutes, ordinances and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

C. Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

D. Prohibition on Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party.



E. Termination

Client may terminate this Agreement at any time for convenience by giving Consultant written notice. Termination shall become effective ten (10) calendar days after receipt of such notice.

Either party may terminate this Agreement for cause if the other party is in breach of its obligations. If a party is in breach, the party not in breach may terminate the Agreement by giving notice to the party in breach. Termination shall be effective immediately upon receipt of such notice by the party in breach.

In the event of the termination of this Agreement, Consultant shall immediately upon the effective date of such termination cease performing Services and shall not incur any further expenses.

Irrespective of which party effects termination of this Agreement or the reasons for the termination, Client shall within thirty (30) days following the end of the month in which the termination is effective pay Consultant for Fees earned, and Reimbursable Expenses incurred, through the effective date of the termination, in accordance with the provisions for Fees and Expenses in this Agreement.

F. Insurance and Limitation of Liability

Consultant will maintain Worker's Compensation insurance meeting statutory requirements and will maintain general liability, automobile liability, and professional liability coverage of at least one million dollars (\$1,000,000.00) during the time Consultant is providing Services to Client. No one other than Client and Consultant are an intended beneficiary of this Agreement.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that, to the maximum extent permitted by law, Client agrees to limit the Consultant's liability for the Client's damages to the sum of one million dollars (\$1,000,000.00) or the Consultant's total Fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

G. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive law of the state where the Project is located without regard to choice of law principles as to all issues including, but not limited to, the validity of the Agreement, its interpretation and performance, and remedies for breach of contract and all other claims related to the Agreement.

Any claim, dispute or other matter in question arising out of or related to Consultant's performance under this Agreement shall be subject to non-binding mediation as a condition



precedent to the institution of legal or equitable proceedings by Client. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's Fee and any filing Fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Client and Consultant mutually consent and submit to the jurisdiction of the federal and state courts for the State of Connecticut and agree that any action, suit or proceeding arising out of this Agreement may be brought in the federal or state courts for the State of Connecticut. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding, any defense or objection based upon lack of personal jurisdiction, improper venue or inconvenience of forum.

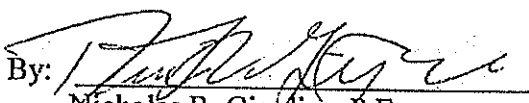
H. Project Information

Consultant shall have the right to include photographic or artistic representations and a description of the Project among Consultant's promotional and professional materials, print and electronic. Consultant shall be given reasonable access to the completed Project to take photographs or make such representations.

I. Entire Agreement

This Agreement and the On-Call Consultant Engineering Services Agreement dated 19 April 2010 between the Town of Canton and BL Companies is the entire Agreement between the Client and the Consultant. These agreements supercede all prior communications, understandings and agreements, whether oral or written. Any amendments to these Agreements must be in writing and signed by both the Client and the Consultant.

Very truly yours,
BL COMPANIES, INC.

By: 
Nicholas R. Giardina, P.E.
Manager of Transportation and Infrastructure



ACCEPTED AND AGREED

CLIENT
TOWN OF CANTON

By: 

Date: 3-27-14

Printed Name: Robert H. Skinner

Title: CAO

CONSULTANT
BL COMPANIES CONNECTICUT, INC.

By: 

Date: 3-31-14

Printed Name: Nicholas Giardina

Title: Senior Project Manager

Please send executed Agreement to:
BL Companies, Inc.
150 Trumbull Ave, 6th Floor
Hartford, CT 06103
Fax No.: 860-249-2400
Attention: Nicholas R. Giardina, PE