

ENGINEERING AND CONSULTANT SERVICES CONTRACT

THIS CONTRACT is made as of the 20th day of July 2023, 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 Barton & Loguidice, LLC of 443 Electronics Parkway, Liverpool, NY 13088 (hereinafter "Consultant").

WHEREAS, the Town has issued a Request for Proposals (hereinafter referred to as the "RFP") to conduct planning and design work to extent the Farmington River Rail Trail east (FRRT) from the intersection of State Routes 44 and 177 (Lovely Street and Albany Turnpike), east to the Simsbury/ Avon Town line, a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, in response to the RFP, Consultant submitted to the Town a proposal dated March 3, 2023, which was further modified on April 7, 2023; (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 and

WHEREAS, the Town requested a Supplemental Project Tasks which Consultant responded to on June 12, 2023 (hereinafter referred to as "Supplemental to RFP"), a copy of which is attached hereto as Exhibit C and is incorporated by reference as if fully set forth herein;

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

WHEREAS, the Town and the Consultant 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 Consultant agrees to perform services as described more fully in the attached RFP, attached Proposal, Supplement to RFP, Supplemental Proposal and this Agreement (collectively referred to as "Contract Documents"). The Consultant also agrees to all of the terms and conditions set forth in the Contract Documents.
2. Term - This Contract is expected to last approximately 18 months from the execution of this Agreement.
3. Payments: Consultant shall be paid a fixed fee of \$140,000 for the services outlined below:

Conceptual/Preliminary Design	\$10,000.00
Design Development	\$15,000.00
Permitting	\$12,000.00
Conceptual Design	\$15,000.00

Public Engagement	\$20,000.00
Survey and Design	\$68,000.00

Following Supplemental Tasks If Needed:

Coordinate with CRCOG on Corridor Study	\$ 7,500.00
Route 44 Signal Crossing	\$17,500.00

Total \$165,000.00

Consultant shall be paid monthly based on the percentage of work performed. All invoices shall clearly identify the nature and amount of work performed.

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 Consultant for services performed to date and approved by the CAO in accordance with Paragraph 3, above.
5. Non-Employment Relationship - The Town and the Consultant 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 Consultant 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 Consultant shall be solely responsible for any applicable taxes.
6. No Misrepresentations or Omissions - No representation, warranty or statement of the Consultant 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 shall indemnify, defend and hold harmless the Town and its respective officers, elected and non-elected officials, board members, agents, and employees, from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees arising out of or resulting from performance of the Consultant, 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. 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 Consultant shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety, environmental requirements and the Town's ethic's code.
13. Insurance - Consultant 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) day 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 Consultant 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.
15. No Assignment - The Consultant 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.
16. 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.
17. 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 20th day of July 2023.

Barton & Loguidice, LLC



By: Mark Zessin, P.E.

Its: Senior Vice President

TOWN OF CANTON CONNECTICUT



By: Robert Skinner

Its: Chief Administrative Officer