

TOWN OF PLAINFIELD
8 COMMUNITY AVE.
PLAINFIELD, CT 06274

REQUEST FOR QUALIFICATIONS/PROPOSALS

**GENERAL ENGINEERING CONSULTANT SERVICES
(TOWN ENGINEER)**

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**TOWN OF PLAINFIELD CT
REQUEST FOR QUALIFICATIONS/PROPOSALS
GENERAL ENGINEERING CONSULTANT SERVICES
(TOWN ENGINEER)**

NOTICE IS HEREBY GIVEN that the Town of Plainfield CT is accepting qualifications/proposals from qualified consulting firms to perform ENGINEERING CONSULTANT SERVICES. The Town desires to retain a qualified firm to serve the function of Town Engineer. The consultant would provide support services to various departments, and municipal boards and commissions in the functions of site plan review, drainage, drainage calculations, landscape review, site inspections, Town Contractor correspondence, NPDES, GIS and Storm Water Utility support services and miscellaneous engineering related to work as identified in the RFQ/P Package.

Local presence in Eastern CT is a major consideration in the selection of a firm to perform the services.

RESPONSE PROCEDURE Qualified firms are encouraged to submit a letter of response in hard copy to the Office of First Selectman, 8 Community Ave., Plainfield, CT 06274, no later than 11:00AM local time on Tuesday, August 7, 2018.

Letters of Response should be submitted to the First Selectman pursuant to the above directions and shall not exceed six (6) pages in length and must, at a minimum, include the following information:

- a. Response to RFQ/P;
- b. Firm name and address of the responsible office;
- c. Contact person, phone number and internet email address;
- d. A statement regarding qualifications of the firm;
- e. Identification of any sub-consultant relationships that may be considered to fulfill the disciplines identified in the RFQ/P Package;
- f. Identification of the firm's key personnel and their proposed roles in the project (please do not include resumes).

The Town intends to develop a shortlist of qualified consulting firms who then will be invited to submit a detailed proposal. The Technical Proposal shall include but not be limited to the specific requirements as outlined in the Request for Qualifications/Proposal.

RFQ/P Package pickup available in the office of the First Selectman or on the Town of Plainfield website at www.plainfieldct.org.

Letter Response Deadline: 11:00AM on Tuesday, August 7, 2018. NOTE ON THE OUTSIDE OF THE ENVELOPE: RE: ENGINEERING CONSULTING SERVICES RFQ/P.

Shortlist Selection Date on/by: Tuesday, August 21, 2018.

Technical Proposal Submittal Deadline for Short-listed Firms on/by: Tuesday, August 28, 2018.

NOTE THAT "WORK" AS PART OF THIS RFQ/P DOES NOT INCLUDE GRANT-FUNDED PROJECTS. THE SELECTED CONSULTANT MUST SUBMIT SEPARATE PROPOSAL(S) FOR SAID PROJECTS IF IT WISHES TO BE CONSIDERED.

Respond to:

Cathy Tendrich, First Selectman, Town of Plainfield, 8 Community Ave., Plainfield, CT 06274. All questions concerning this RFQ/P are due by 12:00PM **(by email ONLY)** on/by: **Wednesday, August 1, 2018. Questions are to be emailed to mchinatti@plainfieldct.org.**

The Town of Plainfield reserves the right to reject any and all submissions, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all non-conforming, non-responsive unbalanced or conditional submissions. The Town also reserves the right to accept any submission, regardless of price, if it determines it would be in the Town's best interest to do so.

The Town of Plainfield is an Affirmative Action/Equal Opportunity Employer. Minority/Women-Owned Business Enterprises are encouraged to apply.

**TOWN OF PLAINFIELD CT
REQUEST FOR QUALIFICATIONS/PROPOSALS**

ARTICLE I: INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES

Town of PLAINFIELD CT is soliciting submissions from qualified PROFESSIONAL ENGINEERING FIRMS for continuing professional services. The selected firm will serve as the Town Engineer to provide support services to various Town departments including but not limited to the following: Public Works Department, Planning and Zoning Department, Building Inspector and the Water Pollution Control Authority.

Public Works - To include but not be limited to:

- Provide in-house full spectrum civil engineering services, including but not limited to highway, drainage, signage, lighting design and maintenance support;
- Review Town storm water drainage and DEEP compliance activities as they pertain to the Town and its facilities;
- Assist with project cost estimates;
- Provide construction phase services on as-needed basis;
- Provide link to structural, electrical, mechanical and electrical engineering and landscape architect services;
- Review, update and submit as needed the Town's Storm Water Management Plan;
- Assist with Capital Project cost estimates.

Land Use – To include but not be limited to:

- Review site plan/subdivision/resubdivision applications and plans, as needed, for engineering, landscaping, parking, dumpster access, drainage & NPDES requirements for consistency with Town and applicable local and State codes;
- Review construction plans submitted for permit in coordination with the Building Official's duties on as-needed basis;
- Provide services related to FEMA flood requirements as needed;
- Availability during business hours to meet with Town and project applicants, and coordinate correspondence between parties;
- Attend project pre-construction meetings as needed;
- Attend Planning and Zoning and Inland Wetlands and Watercourses meeting as needed;
- Support services associated with the PZC/IWWC; and
- Provide site visits/inspections for projects to monitor compliance with permit requirements associated with engineering, landscaping, traffic, DEEP compliance and coordination with the Town.

ARTICLE II: REQUIRED PROFESSIONAL DISCIPLINES

Consultants submitting qualifications shall include in their proposals sufficient information to clearly describe their ability to provide the services required in Article I. Submission shall include, in the Letter of Response, the disciplines and capabilities available from the submitter's "in-house" staff and the disciplines and capabilities available from sub-consultants.

The submission shall clearly identify the names and qualifications of the "core" team fulfilling the requirements of the services. The "core" team shall include a team leader who will also

serve as the primary contact for the services as requested by the user department. The “core” team shall act as a liaison to the Town and provide the Town with one point of contact.

The Town’s selection of the successful firm will be based, in part, on the qualifications and capabilities of the firm’s defined sub-consultants, which act as a substantial inducement and material consideration in the selection. The local presence of the consultant and sub-consultants in Eastern CT is a major consideration. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

Selection as the Town’s Engineering Consultant does not include grant-funded work/projects. A separate proposal must be submitted for said projects, following the applicable grant guidelines.

ARTICLE III: EVALUATION CRITERIA FOR SHORT LISTING

(All submissions shall follow the outline, below, in the order shown, and shall be tabled to delineate the categories and the components of the categories.)

The evaluation criteria are as follows:

Max. Points	Category
30	<p><i>Qualification and Experience of Submitting Firm and Sub-Consultants.</i></p> <ul style="list-style-type: none">• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article I;• Availability of qualified personnel; and• Past performance records in support of local governments or other government agencies.
30	<p><i>Qualifications and Experience of Consultant's "Core Team"</i></p> <ul style="list-style-type: none">• Qualifications and experience of the firm's "core team" staff and team leader, including but not limited to:<ul style="list-style-type: none">○ CT LEP on staff;○ Multiple PE's;○ Expertise in transportation and traffic engineering;○ Storm water/NPDES specialists;○ LEED-accredited specialists;○ Licensed surveyors;○ Construction inspectors;○ Flood management/FEMA expertise;○ Brownfield expertise;○ Grant writers; and○ Experience in state and federal grant administration.○ Demonstrated environment for good "core team" communication; and○ Quality control procedures.
30	<p><i>Location considerations of the firm's "Core Team" and sub-consultants and plans for maintaining effective communication between the Town and Consultant and sub-consultants:</i></p> <ul style="list-style-type: none">• Physical location of the consulting firm and sub-consultants, i.e. office in Eastern CT, and having employees who are involved in the administration of the contract who reside in Eastern CT;• Proximity of key personnel;• Availability of key personnel; and• Approach to maintaining good communication.
10	<p><i>Knowledge/understanding of the Town</i></p> <ul style="list-style-type: none">• Understanding the Town's government process.

ARTICLE IV: CONTRACT FORM

Attached is a sample contract between the Firm and the Town. The selected Firm will be expected to execute a contract which is substantially the same as the attached sample.

ARTICLE V: SUBMISSION OF QUALIFICATIONS/PROPOSALS

SUBMISSIONS SHALL BE FORMATTED IN THE CATEGORY ORDER OF: ARTICLE III, EVALUATION CRITERIA, AND SPECIFICALLY ADDRESSING ALL ELEMENTS OF EACH SECTION. PROPOSALS SHALL BE TABBED AT EACH OF THE FOUR (4) EVALUATION CATEGORIES.

ARTICLE VI: PROPOSED EVALUATION METHOD

A Committee, consisting of the First Selectman, Director of Public Works, Town Planner, a member of the Planning and Zoning Commission, a member of the Inland Wetlands Commission and a member of the Water Pollution Control Authority, will evaluate responses and select no more than three (3) firms deemed the most highly qualified that meet the requirements of the town. The First Selectman shall then initiate the selection process.

ARTICLE VII: FINAL SELECTION METHOD

The short-listed firms shall be allowed approximately one (1) week to prepare and submit a comprehensive proposal and to provide six (6) hard copies and six (6) CDs elaborating on the firm's qualifications to provide services as described in Article I and criteria as described in Article III. The Committee shall interview the short-listed firms on the Monday following comprehensive proposal submission and forward its recommendation to the First Selectman. The Board of Selectmen, Finance Director, and the Department Head for which the work will be performed will determine which firm is selected.

**SAMPLE CONTRACT
BETWEEN THE TOWN OF PLAINFIELD
AND**

THIS CONTRACT, made this ____ day of _____, 20_____, by and between the Town of Plainfield, hereinafter designated as “the TOWN” and _____, FEID Number _____, an engineering firm licensed to do business in, and in good standing with, the State of Connecticut, hereinafter designated as “the CONSULTANT.”

WITNESS THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by the State of Connecticut General Statutes and its Town Charter; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person(s), pursuant to the State of Connecticut General Statutes and its Town Charter; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited qualifications/proposals from qualified firms; and

WHEREAS, the CONSULTANT has responded to the TOWN's solicitation and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the TOWN has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, on _____, 20_____, the Board of Selectmen approved this Agreement with the CONSULTANT for General Engineering Consulting Services.

NOW, THEREFORE, the TOWN and the CONSULTANT in consideration of the following from each to the other do hereby agree as follows:

SECTION 1: STATEMENT OF WORK, SERVICES AND PERFORMANCE

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN fully and timely provide engineering services to the TOWN. The TOWN reserves the right to seek the services of other consultants for work associated with RFQ/P # _____ or the recommendations resulting from work performed under RFQ/P # _____. This CONTRACT does not in any way whatsoever obligate the TOWN to provide the CONSULTANT with any minimum or guaranteed amount of work or prevent the TOWN from seeking or using other consultants for designated projects or consultation services.
- 1.2 In the performance of professional services, the CONSULTANT will use the highest degree of care and skill in performing its services and will have due regard for acceptable planning engineering standards and principles.

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- 1.3 Where ongoing projects are contemplated, before performing any services, the TOWN and CONSULTANT will negotiate the necessary scope of work and enter into a Supplemental Agreement covering such specific work and compensation. Reference herein to the CONTRACT will be considered to include any Supplemental Agreement.
 - 1.4 Where ongoing projects are assigned, the CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the TOWN and at intervals established by the TOWN. The TOWN will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination will be maintained by the CONSULTANT with representatives of the TOWN or of other agencies interested in the project on behalf of the TOWN. Either party to this CONTRACT may request and be granted a conference.
 - 1.5 All services will be performed by the CONSULTANT to the satisfaction of the TOWN and its designees **First Selectman, Director of Public Works, and/or Town Planner**, who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the CONTRACT, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; the decision upon all claims, questions and disputes will be final and binding upon the parties hereto.
 - 1.6 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the CONTRACT, as well as all data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and will become the property of the TOWN upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the TOWN at any time during the performance of such services and/or upon completion or termination of the Agreement. **Upon delivery to the TOWN of said document(s), the TOWN will become the custodian and owner of submitted documents.** The CONSULTANT shall not copyright any material and products or patent any invention developed under this CONTRACT. The TOWN will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.
 - 1.7 The CONSULTANT agrees that the sub-consultants identified in its submittal shall provide services under this CONTRACT. The services of each sub-consultant are a substantial inducement and material consideration for the CONTRACT. In the event any such sub-consultant can no longer provide the services required by the CONTRACT the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the sub-consultant, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

SECTION 2: FEES FOR SERVICES

- 2.1 Unless otherwise agreed, the CONSULTANT shall submit monthly invoices for compensation, for services completed to date of the invoice and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by the CONSULTANT.
- 2.2 The TOWN shall pay the CONSULTANT within thirty (30) calendar days of receipt of the CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this CONTRACT. Payment may be withheld for failure of the CONSULTANT to comply with a term, condition, or requirement of this CONTRACT.
- 2.3 When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the TOWN.
- 2.4 All hourly fees shall be negotiated on each anniversary date of this CONTRACT.
- 2.5 The CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, courier services and other approved reimbursables, with no multiplier. Out-of-pocket expenses must be submitted with each monthly invoice.

SECTION 3: TERM/TERMINATION

- 3.1 The TERM OF CONTRACT shall commence on the date it is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.
- 3.2 TERMINATION WITHOUT CAUSE: This CONTRACT may be terminated by the TOWN for any reason or no reason upon twenty (20) calendar days written notice to CONSULTANT. In the event of such termination, the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the CONTRACT to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall the TOWN make payment for services that have not been performed.
- 3.3 TERMINATION – TRANSFER OF OWNERSHIP: This CONTRACT may be terminated by the TOWN Upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. The CONSULTANT shall notify the TOWN at least ten (10) business days before any change in ownership of the CONSULTANT.

SECTION 4: DEFAULT

- 4.1 An event of default shall mean a breach of this CONTRACT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
 - a. CONSULTANT has not performed services on a timely basis;

- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this CONTRACT;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this CONTRACT.

4.2 In the event the CONSULTANT fails to comply with the provision of this CONTRACT the TOWN may declare the CONSULTANT in default. Compensation will only be paid for any completed professional services minus any damages pursuant to Section 4.3. in the event payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 3 above, and its right for damages under Section 4.3.

4.3 In the event of default by the CONSULTANT, it shall be liable for all damages resulting from the default.

4.4 The TOWN may take advantage of each and every remedy existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy.

SECTION 5: HOURS OF OPERATION

5.1 The CONSULTANT shall maintain fully staffed business hours equal to, but not less than the TOWN's business hours of 8:00AM – 5:00PM Monday – Wednesday and 8:00AM – 6:00PM Thursday, with the exception of official holidays as designated by the Town of Plainfield.

SECTION 6: POLICY OF NON-DISCRIMINATION

6.1 The CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this CONTRACT. The CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 7: DRUG FREE WORKPLACE

7.1 The CONSULTANT shall maintain a Drug Free Workplace.

SECTION 8: INDEPENDENT CONTRACTOR

- 8.1** The CONSULTANT is an independent contractor under this CONTRACT. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT and not as officers or employees of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this CONTRACT shall be those of the CONSULTANT.

SECTION 9: ASSIGNMENT

- 9.1** Neither this CONTRACT, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by the CONSULTANT without the prior written consent of the First Selectman of the Town of Plainfield.

SECTION 10: CONFLICTS OF INTEREST

- 10.1** The CONSULTANT shall not perform any services requiring municipal engineering review for any private sector client(s) (including but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.
- 10.2** The CONSULTANT shall not perform any services requiring municipal engineering review for any municipality that is contiguous to the TOWN, unless approved by the TOWN.

SECTION 11: INDEMNIFICATION

- 11.1** The CONSULTANT shall indemnify, defend and hold harmless the TOWN, its officials, agents, employees and volunteers from and against any and all claims, liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims resulting or arising out of any acts of the CONSULTANT, its officials, agents, employees or sub-contractors in the performance of the services of the CONSULTANT under this CONTRACT.
- 11.2** The CONSULTANT acknowledges that the agreement fees payable to the CONSULTANT includes specific consideration under this CONTRACT for this hold harmless and indemnification provision.
- 11.3** The CONSULTANT shall indemnify the TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by the CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this CONTRACT. The CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to the TOWN by the CONSULTANT pursuant to this CONTRACT, or any portion of the services or goods related to the performance of the service, becomes unusable as a result of any such infringement or claim.

SECTION 12: INSURANCE

- 12.1** The CONSULTANT shall not commence work under this contract until the CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN or its designee, nor shall the CONSULTANT allow any sub-contractor to commence work on its sub-contract until all similar such insurance required of the sub-contractor has been obtained and approved.
- 12.2** The CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts and forms approved by the TOWN with such coverages specifying amount of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers' compensation coverage shall be as provided by Connecticut General Statutes. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of the execution of this CONTRACT. Upon request of the TOWN the CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. The CONSULTANT shall additionally notify the TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The TOWN may require any other insurance coverage it deems necessary depending upon the exposures.
- 12.3** Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the TOWN or its designee prior to the commencement of this CONTRACT. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty (30) days prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business in the State of Connecticut with financial ratings acceptable to the TOWN. The TOWN shall be named as an additional insured on all insurance policies.

SECTION 13: REPRESENTATIVE OF TOWN AND CONSULTANT

- 13.1** It is recognized that questions in the day-to-day conduct of this CONTRACT will arise. The TOWN designates the First Selectman, the Director of Public Works and/or the Town Planner as the person(s) to whom all communications pertaining to the day-to-day conduct of this CONTRACT shall be addressed. The CONSULTANT designates _____ as the representative of the CONSULTANT to whom all communications pertaining to the day-to-day action of this CONTRACT shall be addressed.
- 13.2** The TOWN shall have the right to require the CONSULTANT to change any personnel working on TOWN projects upon providing the CONSULTANT with a ten (10) day written notice. Such requests from the TOWN shall not be made unreasonably or arbitrarily.

SECTION 14: COSTS AND ATTORNEYS' FEES

- 14.1 If either the TOWN or the CONSULTANT is required to enforce the terms of this CONTRACT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, costs and reasonable attorneys' fees.

SECTION 15

- 15.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, hand delivered, expedited pre-paid delivery service, either commercial (e.g., Federal Express) or US postal service, or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR THE CONSULTANT:

FOR THE TOWN:

Cathy Tendrich
First Selectman
Town of Plainfield
8 Community Ave.
Plainfield, CT 06374
860-230-3000

With Copy to:

John Casey
Town Attorney
Robinson & Cole
88 Howard St., Suite C-1
New London, CT 06320
860-275-8359

SECTION 17: RIGHTS IN DATA; COPYRIGHT; DISCLOSURE

- 17.1 Definition. The term "Data" as used in this CONTRACT includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.
- 17.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CAD discs, reports, surveys and other data developed or provided in connection with this CONTRACT shall be the property of the TOWN and the TOWN shall have the full right to use such data for any official purpose permitted under law, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONSULTANT. The TOWN shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this CONTRACT.
- 17.3 Copyrights. No Data developed and/or prepared in whole or in part under this CONTRACT shall be subject to copyright in the United States of America or other

country, except to the extent such copyright protection is available for the TOWN. The CONSULTANT shall not include the Data in any copyrighted matter unless the CONSULTANT obtains the written approval of the TOWN's First Selectman and provides said First Selectman with written permission of the copyright owner for the CONSULTANT to use such copyrighted matter in the manner provided herein.

- 17.4 If this CONTRACT is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 18: SUB-CONSULTANTS

- 18.1 Sub-consultants, if needed, will be subject to prior written approval of the First Selectman.

SECTION 19: COMPLIANCE WITH LAWS

- 19.1 The CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this CONTRACT.

SECTION 20: TRUTH-IN NEGOTIATIONS CERTIFICATE

- 20.1 Signature of this CONTRACT by the CONSULTANT shall serve as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this CONTRACT are accurate, complete, and current at the time of contracting.

SECTION 21: OWNERSHIP OF DOCUMENTS

- 21.1 The CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to the CONSULTANT or which is otherwise obtained or prepared by the CONSULTANT under the terms of this CONTRACT is and shall at all times remain the property of the TOWN. The CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the First Selectman, which may be withheld or conditioned by the TOWN in his/her sole discretion.

SECTION 22: AUDIT AND INSPECTION RIGHTS

- 22.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of performance of any SERVICES by the CONSULTANT under this CONTRACT, audit, or cause to be audited, those books and records of the CONSULTANT that are related to the CONSULTANT's performance under this CONTRACT. The CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this CONTRACT.

SECTION 23: WARRANTIES OF CONSULTANT

- 23.1 The CONSULTANT hereby warrants and represents that at all times during the term of this CONTRACT it shall maintain in good standing for all required licenses,

certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 24: PUBLIC RECORDS

24.1 The CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provisions of law, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. The CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this CONTRACT by the TOWN. Should the TOWN be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and indemnify the TOWN from any damages, including attorney's fees and costs associated with litigation.

SECTION 25: NO CONTINGENT FEES

25.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this provision, the TOWN shall have the right to terminate the CONTRACT without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26: GOVERNING LAW; CONSENT TO JURISDICTION

26.1 This CONTRACT shall be construed in accordance with, and governed by, the laws of the State of Connecticut. The parties submit to the jurisdiction of any Connecticut State or Federal court in any action or proceeding arising out of, or relating to, this CONTRACT. Depending on the applicable jurisdiction, venue of any action to enforce this CONTRACT shall be in the Superior Court for the Judicial District of Windham at Danielson or in the U.S. District Court for the District of Connecticut.

SECTION 27: HEADINGS

27.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this CONTRACT.

Section 28: SEVERABILITY

28.1 If any provision of this CONTRACT or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this CONTRACT, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29: CONFLICT

29.1 In the event of a conflict between the terms of this CONTRACT and any terms or conditions in any attached documents, the terms in this CONTRACT shall prevail.

SECTION 30: BINDING AUTHORITY

30.1 Each person signing this CONTRACT on behalf of the CONSULTANT individually warrants that he or she has full legal power to execute this CONTRACT on behalf of the CONSULTANT, and to bind and obligate the CONSULTANT with respect to all provisions contained in this CONTRACT.

SECTION 31: SURVIVAL OF PROVISIONS

31.1 Any terms or conditions of this CONTRACT that require acts beyond the date of its termination shall survive the termination of this CONTRACT, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforced by either party.

SECTION 32: ENTIRE CONTRACT

32.1 This CONTRACT and its attachments constitute the entire CONTRACT between the CONSULTANT and the TOWN and all negotiations and oral understandings between the parties are merged herein.

32.2 No modification, amendment or alteration in the terms or conditions of this CONTRACT shall be effective unless contained in a written document executed with the same formality as this CONTRACT.

SECTION 33: WAIVER

33.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this CONTRACT shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS “**EXHIBIT A**” – Consultant Organizational Chart

ATTACH AS “**EXHIBIT B**” – Basis for Compensation Rates and Schedules

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF PLAINFIELD CT
AND _____ FOR GENERAL
ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties have made and executed this Professional Services Contract on the respective dates under each signature: Town of Plainfield through its Board of Selectmen, signing by and through its First Selectman, authorized to execute same by the Board of Selectmen action on the _____ day of _____, 20____ and authorized to execute same.

TOWN OF PLAINFIELD, through its Board of Selectmen

By: _____
Cathy Tendrich, First Selectman

ATTEST:

Louisa Trakus, Town Clerk

(TOWN SEAL)

Approved as to form and legality

By: _____
John Casey, Town Attorney

_____ day of _____, 20____

(CONSULTANT)

By: _____
_____ day of _____, 20____

Witness:

Print Name:

