

TOWN OF CANAAN
BOARD OF SELECTMEN SPECIAL MEETING MINUTES

Wednesday, February 04, 2026 @ 3:30PM

Town Hall

108 Main St., Falls Village, CT 06031

IN PERSON

MEETING MINUTES

- *In attendance:* First Selectman Dave Barger, Selectman Judy Jacobs and Selectman Chris Kinsella
- 1. Meeting called to order at 3:30PM by First Selectman Dave Barger
- 2. After review and discussion, a motion was made by Selectman Chris Kinsella to authorize First Selectman Dave Barger to sign the *Professional Services Agreement* as proposed by Allied Engineering Associates on behalf of the Board of Selectmen and the Town of Canaan (*see Town Meeting January 29, 2026*); seconded by Selectman Judy Jacobs; Vote Unanimous
- 3. Selectman Judy Jacobs made a motion to adjourn at 3:41PM; second by Selectman Chris Kinsella; Vote Unanimous.

Minutes respectfully submitted,

David R. Barger

* *Documents attached*

→ *AEA Professional Services Agreement*



Allied Engineering Assoc. Inc.

95 Main Street 3rd Floor – East

PO Box 726

Canaan, CT 06018

860-824-1400

860-824-1401 fax

aea.george@gmail.com

Professional Services Agreement

This agreement is to confirm that engineering services are to be performed by Allied Engineering Assoc. Inc., herein after referred to as ENGINEER. The services are requested by:

NAME	Dave Barger
TITLE	First Selectman
ADDRESS	108 Main St., PO Box 47
CITY	Falls Village
STATE	CT
ZIP CODE	06031
TELE.	860-824-0707
EMAIL	firstselectman@canaanfallsvillage.org
FAX	

Hereinafter referred to as CLIENT:

1.0 SCOPE OF SERVICES: Engineering services for designing the proposed Sand/Salt Shed and Town Garage Truck Wash-Down Wastewater System for the Town of Canaan, located at the Town Garage in Falls Village, CT, as detailed below.

1.0 Existing Conditions

- a. Supplement existing conditions maps created by the ENGINEER with additional survey data obtained in the field, as required.
- b. Update the final base map using all existing documentation for preparing Final Construction Plans for bidding.

2.0 Grant/Permitting Phase

- a. Review the existing grant and assist the CLIENT in ensuring all requirements for the bidding, construction, and administration of the proposed project are met.
- b. Assist the CLIENT with completing and submitting the required permit applications to CTDEEP for both the Salt/Sand Shed and Truck Wash-Down Wastewater System.

- c. Attend meeting with CLIENT to review and finalize the CTDEEP permitting as required.

3.0 Construction Documentation Phase

- a. Prepare Construction Documents based on final base maps and approved design plans. These documents will include detailed plans, specifications, and a bid manual for both the Sand/Salt Shed and Town Garage Truck Wash-Down Wastewater System, to be issued for bidding.
- b. Prepare a cost estimate reflecting the final bidding documents.
- c. Meeting with CLIENT to review Construction Documentation and final budget.
- d. Issue final Construction Documents for bidding purposes.

4.0 Bidding Phase

- a. Assist CLIENT with bidding the project, including reviewing the list of qualified contractors, bid preparation, scheduling, and attending the pre-bid meeting on-site as required.
- b. Prepare RFI (Request for Information) documents as needed to respond to contractor questions about bid documents.
- c. Assist CLIENT in reviewing bids and selecting the final contractor.

5.0 Construction Administration Phase

- a. Assist the CLIENT with construction oversight to ensure work is performed according to the contract documents and design intent.
- b. Attend job site meetings to review construction progress, scheduling, resolve issues or conflicts, and approve work in place as needed.
- c. Review and approve contractor submittals and payment requisitions, and assist CLIENT with grant-required submissions to the State of Connecticut.
- d. Create a construction punch list toward the end of the project and assist the CLIENT with project close-out.

Items not included under this Scope of Services:

- Application/Permit Fees.
- Engineering Testing Services.
- Excavation for Soil Testing.
- Wetlands flagging, this will be required from an outside Soil Scientist.
- A-2 Survey or a Property Line Survey, if this is needed, an outside Surveyor will be required.
- As-built Drawings.
- Reimbursable Expenses (travel/mileage, printing/plotting, mailing)

Additional Services:

- Additional work resulting in a change or deviation of scope, as outlined in this document.
- Redesign required as a result of contractor, materials, and/or submittal substitutions.
- Additional meetings in excess of the work outlined within this document.
- Additional services will be invoiced @ hourly rates listed below:

Principal/Engineer:	\$175/hr.
Project Manager/Designer:	\$135/hr.
Engineering Technician:	\$105/hr.
Staff Surveyor:	\$105/hr.
Office Administration:	\$85/hr.

2.0 FEE: The estimated fee for the above-described services shall be as follows:

2.1 Existing Conditions	<u>\$3,500</u>
2.2 Grant/Permitting Phase	<u>\$5,500</u>
2.3 Construction Documentation Phase	<u>\$9,500</u>
2.4 Bidding Phase	<u>\$2,500</u>
2.5 Construction Administration Phase	<u>\$5,500</u>

CLIENT will only be billed for time worked on the project, regardless of the estimated amount. A non-refundable retainer of **\$2,500** will be required before starting the described engineering services. This amount will be credited to the CLIENT in the billing for the services mentioned above.

It is understood that the CLIENT is responsible for scheduling and paying for an excavator or drill rig for soil testing and/or any other additional services, such as a soil scientist, surveyor, geotechnical, or environmental services that may be needed in conjunction with the engineering services provided hereunder.

3.0 SPECIAL CONDITIONS: The CLIENT understands that:

Preparing and submitting plans does not ensure approval. The CLIENT must pay all of the ENGINEER's fees regardless of whether the project is approved.

4.0 LIMITATION OF LIABILITY: To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The ENGINEER is not responsible for the location of underground utilities. CLIENT and ENGINEER waive consequential damages for claims, disputes, or other matters in question arising out of, or relating to, this agreement.

5.0 FURNISHING OF DOCUMENTS: The following quantity of drawings, specifications, estimates, and other documents to be furnished by the ENGINEER is included in the above-mentioned price. A total of 6 (six) sets of plans are included in pricing. After 6 (six) sets, the CLIENT will be billed at \$1.00 per sheet.

6.0 ESTIMATED START DATE/TIME FRAME: The estimated start date for the services mentioned above will be as follows:

Work will be scheduled upon receipt of a signed contract.

The completion time will depend on the approvals and permits from the State of Connecticut. If the ENGINEER faces delays caused by the CLIENT or the CLIENT'S agent, or by any circumstances beyond the ENGINEER's control—including, but not limited to, bad weather, illness, strikes, equipment failure, unexpected difficulty, or delays from approving agencies—then the timeline for completing the services will be extended as necessary.

7.0 TERMINATION: This agreement may be terminated by either party upon five (5) days' written notice by mutual consent or in the event of persistent failures of performance per the terms and conditions of this agreement by one or the other party through no fault of the terminating party. The ENGINEER shall then be paid for services completed up to the date of termination based upon the above-described fee.

8.0 OWNERSHIP OF DOCUMENTS: All documents, including original drawings, specifications, estimates, sketches, field notes, and data, are and shall remain the sole and exclusive property of the ENGINEER as instruments of service. The CLIENT may, at their expense, obtain record prints of drawings, and in consideration of this, the CLIENT will use them solely in connection with the project described above and not for creating subsequent extensions, enlargements, or for use in other projects.

9.0 PAYMENT: The CLIENT will be billed monthly for work performed each month. Unless otherwise specified here, payment for the described services shall be due upon receipt of the invoice. Unpaid balances after thirty (30) days will accrue a monthly service charge of one and one-half percent (1.5%) on the remaining amount (equating to an 18% effective annual rate). If any part or all of this account remains unpaid after sixty (60) days, the CLIENT will be responsible for all collection costs, including attorney's fees. If invoices are not settled within 60 days from the billing date, all work on the project will cease until payments are current. The retainer will be deducted from the final balance due upon project completion.

10.0 AMENDMENT OF AGREEMENT: This agreement may be amended only in writing signed by the CLIENT and the ENGINEER.

11.0 APPLICABLE LAW: Unless otherwise specified, this agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, CLIENT and ENGINEER have executed this five-page agreement at North Canaan, Connecticut, on the date indicated beneath each signature.



CLIENT (Signature) First Selectman DATE 02/04/2026

David R Barger
CLIENT (Print)



ENGINEER (Signature) DATE 11/26/25

George Johannesen, P.E.
ENGINEER (Print)

This offer for services, unless accepted, will expire in thirty (30) days from the date next to the ENGINEER'S signature.