

**Master Service Agreement  
Between  
Town of Brunswick  
and  
Field Geology Services, LLC  
for  
Fluvial Geomorphology Services for Mare Brook Watershed Planning**

THIS AGREEMENT is made this 15<sup>th</sup> day of April, 2020, by and between the TOWN OF BRUNSWICK, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter "TOWN"), and FIELD GEOLOGY SERVICES, LLC, a corporation and engineering consulting firm, with a mailing address of P.O. Box 824, Portland, ME 04104 (hereinafter "CONSULTANT").

**WITNESSETH:**

WHEREAS, the TOWN did advertise for Request for Qualifications for General Consulting Services to Provide Fluvial Geomorphology Professional Services for Mare Brook, and

WHEREAS, the CONSULTANT did submit a Proposal for such work, dated March 12, 2020 and

WHEREAS, after due consideration of all of the Proposals, the TOWN did award the Fluvial Geomorphology Professional Services for Mare Brook contract to the CONSULTANT;

NOW THEREFORE, in consideration of the promises set forth herein, the parties hereby agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT agrees to provide the personnel, materials, equipment and labor (hereinafter "work") necessary to perform fluvial geomorphology professional services on projects or portions of projects as assigned to CONSULTANT by TOWN. Work shall be performed in accordance with CONSULTANT's Mare Brook Geomorphic Assessment Scope of Work and Budget under date of March 25, 2020.

2. CONSULTANT'S PERFORMANCE

The CONSULTANT agrees that the performance of work and services under this Agreement shall conform to the normally accepted professional standards. The CONSULTANT shall perform the work under the direction of Department of Planning and Development or their authorized representative.

3. PERIOD OF PERFORMANCE

The term of this Contract is for a period of three (3) years from the date of this Agreement. Any project underway prior to the termination of said contract period shall be completed by CONSULTANT.

4. COMPENSATION

The TOWN shall compensate the CONSULTANT for time spent in the performance of services and materials provided under this Agreement in accordance with the CONSULTANT's rates defined in the compensation portion of the CONSULTANT's proposal attached to this contract as EXHIBIT A. At the request of the TOWN, the CONSULTANT will provide budgets for individual review projects. Given the uncertainties and nature of submittals, review process, project complexities and required meetings/coordination, any provided budgets are subject to modification to reflect the actual time and materials required to complete a review.

5. PAYMENTS

Payments shall be made to the CONSULTANT in accordance with the following provisions:

- a) CONSULTANT shall submit invoices for payment to the TOWN on a monthly basis for each review project.
- b) The TOWN shall pay said invoices within thirty (30) days of the invoice date.

6. PERSONNEL

The CONSULTANT shall provide the personnel to provide the services required under this Agreement.

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform its services under this Agreement. Such personnel shall not be, nor hold themselves out to be, employees of the TOWN. The CONSULTANT, consistent with its status as an independent contractor, further agrees that its personnel, including its subcontractors, will not hold themselves out as, nor claim to be, officers or employees of the TOWN.

7. DOCUMENTS AND REPORTS

TOWN agrees to furnish or provide access to CONSULTANT to any information or material in its possession which is relevant to CONSULTANT's performance hereunder and TOWN staff will cooperate with CONSULTANT. The CONSULTANT shall be entitled to rely upon the accuracy of such information. Work performed by the CONSULTANT may require exchange of documentation with public and private entities during the course of the CONSULTANT's work due to the public nature of the work. The CONSULTANT will, as practical, coordinate with the TOWN during the performance of the work not to distribute sensitive or confidential documents. The provisions of this Article shall not apply to information which is published or comes into the public domain through no fault of the CONSULTANT or is required to be disclosed by law.

The CONSULTANT will coordinate with the TOWN to provide peer reviews in a format consistent with the TOWN's standard documentation.

8. INDEMNIFICATION

To the extent allowed by law, the CONSULTANT shall indemnify and hold harmless the TOWN, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to costs of defense and reasonable attorneys' fees to the extent caused by the negligent performance of professional services provided under this Agreement.

9. INSURANCE

CONSULTANT shall procure and maintain at its own expense General Liability Insurance coverage and Automobile Insurance coverage in amounts not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit for bodily injury, death, and property damage naming the TOWN as an additional insured and also Workers' Compensation Insurance coverage as required by law.

The CONSULTANT shall, at its own expense, carry Professional Liability Insurance for negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate.

CONSULTANT shall furnish the TOWN certificates evidencing such coverage which certificates shall provide thirty (30) days' notice to the TOWN of cancellation or non-renewal of insurance from the insurance company.

10. TERMINATION FOR CAUSE

If the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT should violate any of the covenants, agreements, or stipulations of this Agreement, the TOWN shall, thereupon, have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof. In such event, all finished and unfinished documents and such other information and materials as may have been accumulated by the CONSULTANT in the performance of this Agreement, shall be delivered to the TOWN, and the CONSULTANT shall be entitled to receive compensation for work completed up to the date of termination.

This Agreement may be terminated by the TOWN for convenience upon thirty (30) days' written notice to the CONSULTANT. Within thirty (30) days of the receipt of notice of termination from the TOWN, the CONSULTANT shall discontinue its services unless otherwise directed and shall deliver to the TOWN all documents, data, studies, estimates, summaries, drawings, and other information and material which have been accumulated or generated by the CONSULTANT in its performance of this Agreement, whether completed or in progress. In the event of such termination, the CONSULTANT shall be compensated for all services performed under this Agreement which were not previously compensated for up to the date of termination.

The CONSULTANT shall not be held responsible for modifications to its work, or work subsequently completed by others beyond the point of termination and its submittal of documents.

11. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

12. DISPUTES

Any disputes arising out of or in the course of this Agreement, which are not settled by mutual agreement of the parties, shall be resolved through mediation consistent with AIA B141 (1997 edition).

13. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

The CONSULTANT shall comply with applicable federal, state, and local laws in effect as of the date of this Agreement, as they may be amended from time to time, that are applicable to the CONSULTANT's services, including but not limited to, laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, or sex.

14. REUSE OF DOCUMENTS

All documents, including Reports, Data, Drawings and Specifications furnished by the CONSULTANT pursuant to this Agreement are instruments of its services in respect to a particular Project. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of that project or on any other project. Any such reuse will be at the TOWN's or users sole risk and without liability or legal exposure to the CONSULTANT. TOWN agrees to indemnify and hold CONSULTANT harmless from all claims, damages and expenses, including attorney's fees arising out of such reuse by TOWN or by others acting through TOWN.

15. EXTENT OF AGREEMENT

This Agreement, with its attachments, represents the entire and integrated agreement between the TOWN and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral. This Agreement may not be modified except in writing executed by the parties hereto.

16. NOTIFICATION

All communications and notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by certified mail, addressed as follows, or to such other addresses as the parties may designate in writing from time to time:

CONSULTANT: Dr. John Field, PG  
Field Geology Services, LLC  
PO Box 824  
Portland, ME 04011

TOWN: Matt Panfil, AICP, Director  
Department of Planning and Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

IN WITNESS WHEREOF, the TOWN OF BRUNSWICK has caused this Agreement to be signed and sealed in its corporate name by Matt Panfil, its TOWN DIRECTOR OF PLANNING AND DEVELOPMENT, thereunto duly authorized, and FIELD GEOLOGY SERVICES, LLC has caused this Agreement to be signed and sealed by John Field, PG, its President, thereunto duly authorized, the day and year first above written.

WITNESS:



A handwritten signature in blue ink, appearing to read "Julie", is written over a horizontal line.

TOWN OF BRUNSWICK

By: Matt Panfil  
Matt Panfil, AICP CUD, LEED AP BD+C  
Its Director of Planning and Development

FIELD GEOLOGY SERVICES



A handwritten signature in black ink, appearing to read "Adrienne Stautler", is written over a horizontal line.

Adrienne Stautler  
Field Geology Services office Mgr.



A handwritten signature in black ink, appearing to read "John Field", is written over a horizontal line.

By: \_\_\_\_\_  
Dr. John Field, PG  
Its President