

**SAMPLE - AGREEMENT
TOWN OF WINDSOR
WILSON GATEWAY PARK - DESIGN SERVICES**

THIS AGREEMENT entered into on the _____ day of {Month, Year}, by and between the TOWN OF WINDSOR and {CONSULTANT}, a company organized and existing under the laws of the STATE OF CONNECTICUT, having an office and place of business in the {City/Town} of {Name of City/Town}, State of {Connecticut} (hereinafter referred to as CONSULTANT).

WITNESSETH:

WHEREAS, the TOWN OF WINDSOR is requesting survey and design services; and

WHEREAS the CONSULTANT represents that it is fully qualified in the State of Connecticut to provide the surveying and design services and all other services called for herein; and

WHEREAS, the parties now desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW THEREFORE:

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. STATEMENT OF WORK

The CONSULTANT shall provide survey and design services for the Town of Windsor, CT.

The CONSULTANT shall have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The CONSULTANT will assign a CONSULTANT licensed by the State of Connecticut to be responsible for the services.

All work will be performed in accordance with all applicable local, state and federal laws.

The scope of services is further defined in the Request for Proposal, prepared by the TOWN OF WINDSOR, dated May 6, 2022, Exhibit A, and CONSULTANT'S proposal dated {date}, Exhibit B.

The agreed-to compensation for this work shall be a not-to-exceed amount of {\$0,000.00} for the work, including fees for professional services and direct costs, as shown in Exhibit B.

The CONSULTANT shall perform the work in conformance with the Term of the Contract in Exhibit A.

All such services shall be performed in accordance with the terms of this Agreement. The above shall hereinafter be referred to as the "Services".

ARTICLE 2. WARRANTY

All Services provided for herein shall be performed in the best workmanlike manner by persons qualified in the State of Connecticut to provide the Services rendered. To the extent that the TOWN OF WINDSOR requires it, and without cost to the TOWN OF WINDSOR, any defective Services which are a result of negligence or bad faith shall be corrected to the satisfaction of the TOWN OF WINDSOR.

ARTICLE 3. COMPENSATION

The TOWN OF WINDSOR agrees to pay the fixed sums of **{\$0,000.00}** for the work, including fees for professional services and direct costs, as shown in Exhibit B in full payment for services to be rendered by the CONSULTANT to the TOWN OF WINDSOR under this Agreement. The TOWN OF WINDSOR reserves the right to request substantiating information on any bill submitted. All invoices involving personnel charges will be certified as follows:

"I (name) _____, (title) _____ duly authorized by (CONSULTANT) _____, do hereby certify that during the period covered by this invoice, all personnel, services and billing items identified relate solely to this project and accurately reflect the hours worked or services rendered".

(Signature)	Name	Date
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The TOWN OF WINDSOR will, within 10 days after receipt of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the CONSULTANT, in writing, the reason for refusing to approve said invoice. In the latter case, the CONSULTANT will make the necessary corrections and resubmit the invoice. The TOWN OF WINDSOR will, within 30 days of an approved invoice, pay the amount to the CONSULTANT provided that the CONSULTANT shall have furnished the TOWN OF WINDSOR with a release of any and all claims against the TOWN OF WINDSOR, its officers and employees, arising under or by virtue of this Agreement.

ARTICLE 4. CHANGES

Any time during the performance of the Services herein, the TOWN OF WINDSOR shall have the right, by written order, to make changes in, omissions from, or require additions to the Services, hereinafter collectively referred to as "Changes". In the event that such Changes

require additional services by the CONSULTANT, to the extent practicable, the CONSULTANT and the TOWN OF WINDSOR shall first agree upon the compensation to be paid to effect said Changes. If not practicable to first agree upon the compensation to be paid, then upon completion of Services herein, CONSULTANT shall be entitled to present to the TOWN OF WINDSOR, and the TOWN OF WINDSOR shall consider, a claim for an equitable increase in compensation for Services rendered because of such Changes. Such claim shall be supported by such data and information as the TOWN OF WINDSOR may require. Any such claim by CONSULTANT for an equitable increase in compensation shall be promptly made in accordance herewith, and in any event not later than thirty (30) days after the completion of the Services. The acceptance by CONSULTANT of final payment hereunder shall be held to be a waiver and release of any and all claims against the TOWN OF WINDSOR under or by virtue of this Agreement. Upon such final payment, the TOWN OF WINDSOR shall be furnished with a full release from CONSULTANT.

ARTICLE 5. STATUS OF PARTIES

The relationship of CONSULTANT to the TOWN OF WINDSOR shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

ARTICLE 6. INSURANCE

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the TOWN OF WINDSOR directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement arising from the negligence of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WINDSOR covering all Services to be performed under this Agreement:

After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The CONSULTANT shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury

and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

The CONSULTANT shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The CONSULTANT shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WINDSOR and shall provide no less than thirty (30) days' notice to the TOWN OF WINDSOR in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WINDSOR as an additional insured.

Certificates of Insurance, acceptable to the TOWN OF WINDSOR shall be delivered to the TOWN OF WINDSOR prior to the commencement of the Services and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

ARTICLE 7. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the TOWN OF WINDSOR and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the negligent performance of the work.

ARTICLE 8. SUBCONTRACTORS

Should the CONSULTANT elect to use Subcontractors for work associated with executing the Services, the CONSULTANT shall present to the TOWN OF WINDSOR the name of the Subcontractor(s), the work the Subcontractor is expected to perform, and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WINDSOR reserves the right to reject a Subcontractor submitted for approval. The CONSULTANT will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly employed by him. Nothing in terms of the Agreement shall constitute any contractual relationship between any Subcontractor and the TOWN OF WINDSOR, or any obligation on the part of the TOWN OF WINDSOR, to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law. The CONSULTANT agrees to specifically bind every Subcontractor to all applicable terms and conditions of this document and the Agreement. Every Subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

ARTICLE 9. RIGHT OF ENTRY

The TOWN OF WINDSOR will grant to the CONSULTANT, its Agents, Employees, Contractors, and Subcontractors, the right to enter onto land the TOWN OF WINDSOR owns or has easements or other rights to for the purpose of performing all acts, studies and research, including the making of test borings and other explorations required by the Agreement.

ARTICLE 10. SURVEYS

The CONSULTANT is responsible for all survey information relating to the horizontal or vertical information in the field.

ARTICLE 11. SAFETY AND PROTECTION EMERGENCIES

The CONSULTANT will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work outlined. All necessary precautions for safety of and protection to prevent damage, injury or loss to all employees and other persons who may be affected by the work the CONSULTANT is performing. The CONSULTANT will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It is not expected that the use of explosives or other hazardous material will be necessary in the prosecution of the work. Any use of such material shall be requested in advance, in writing, and shall be done in accordance with all applicable rules governing such material use.

ARTICLE 12. TERMINATION

The TOWN OF WINDSOR may at any time for its convenience and at its option, after giving CONSULTANT a two (2) day written notice, terminate this Agreement and the performance of the Services called for herein in which event the TOWN OF WINDSOR agrees to pay CONSULTANT a sum for such portion of the Services as CONSULTANT shall have performed up to the time of such terminations, as determined in accordance with Article III herein.

ARTICLE 13. MEDIATION

Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) Mediation.** All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to a judicial process.

- (b) Equitable Relief.** Nothing herein shall prevent either party from obtaining a court order enforcing the mediation arbitration process and such other temporary or equitable relief until such time that the dispute is settled or there is an arbitration award.

ARTICLE 14. SPECIAL PROVISIONS

CONSULTANT agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the CONSULTANT and will do nothing to cause the TOWN OF WINDSOR to come into violation of said regulations and laws and order.

ARTICLE 15. COMPLIANCE WITH THE TOWN OF WINDSOR CODE OF ETHICS

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the town any time within six months after terminating service with the town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.)

ARTICLE 16. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN OF WINDSOR and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN OF WINDSOR and CONSULTANT.

ARTICLE 17. DOCUMENTS

Ownership of all documents prepared under the terms of this Agreement shall be with the Town of Windsor.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

TOWN OF WINDSOR

{CONSULTANT}

By: Peter Souza
Title: Town Manager

By:
Title:

EXHIBIT A

EXHIBIT B