

DESIGN SERVICES AGREEMENT FOR PHASE II OF THE COLLINSVILLE
STREETSCAPE PROJECT

THIS CONTRACT is made as of the 4th day of August 2017, 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 Kent + Frost, of 1 High Street, Mystic Connecticut (hereinafter "Consultant").

WHEREAS, the Town has issued a Request for Proposals to provide professional services for the design of Phase II of streetscape improvements for the village center of Collinsville. (hereinafter referred to as the "RFP") A copy is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, In response to the RFP the Consultant submitted to the Town a proposal dated May 5, 2017 (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;

WHEREAS, after a competitive review process the Town selected the Consultant as the preferred vendor to perform design services; and

WHEREAS, the Town and the Consultant agreed to a modified scope of work and described as "Streetscape Planning and Design Services Phase II – Amended for Review with Finalist" along with a "Project Scope Map" dated July 19, 2017 both being collectively referred to hereafter as "Scope of Work" and attached hereto as Exhibit C and is incorporated by reference as if fully set forth herein;

WHEREAS, based on the Scope of Work described above, the Consultant submitted and the Town accepted a Fee Proposal and Time Allocation and Schedule of Fees dated June 20, 2017 referred to hereafter as "Fee Proposal" and attached hereto as Exhibit D and is incorporated by reference as if fully set forth herein;

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, Scope of Work, Fee Proposal and this Agreement (collectively referred to as "Contract Documents"). The Consultant further agrees to all of the terms and conditions set forth in the Contract Documents. The parties acknowledge that the Scope of Work and Fee Proposal have modified some of the terms of the original RFP. Any conflict between the terms in the documents that make up the Contract Documents, the document that is drafted later will govern.

2. Term - This Contract is for a term which shall begin upon the execution of this Agreement and expire upon the completion of all the tasks specified in the Contract Documents.
3. Payments: The Proposal submittal by the Consultant is hereby modified to represent a lump sum fee of \$148,305 for the complete provision of services required by this contract including reimbursable direct costs. Payments shall be made periodically based on the percentage of work completed. All payments are subject to approval by the CAO.
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 Number 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. Conflict of Interest and Ethics - The contracting party must fully disclose, in writing to the Town on the date of the execution of this contract, and through a continuing obligation thereafter, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest of the contracting party pursuant to this contract. The Town shall review any such disclosures and may choose to utilize an alternate contract recipient or other consultant in place of the contracting party in those circumstances. The

contracting party shall abide by the Town of Canton Municipal Code of Ethics. Failure to abide by the Municipal code of Ethics shall be a basis for immediate termination of the contract without incurring liability, penalty, or damages.

8. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.
9. 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.
10. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.
11. Connecticut Law and Courts - This Agreement 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.
12. Severability - If any terms or provisions of this Agreement shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of the document shall remain in full force and effect.
13. Affirmative Action - The Town is an Affirmative Action -- Equal Opportunity Employer. Consultant will be required to certify that they are an Equal Opportunity Employer and are in compliance with federal and State laws and regulations pertaining to Equal Employment Opportunity, Affirmative Action and Minority and Woman Business Enterprises.
14. Defense and Indemnification - The Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from services provided by the Consultant. The Consultant also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Consultant's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of

the Consultant, or anyone directly or indirectly employed by the Consultant, or anyone for whose acts the Consultant is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Consultant under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

15. Compliance with Laws - The Consultant shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.
16. Insurance - All requirements for insurance shall be as specified in the RFP. Consultant shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policies shall require thirty (30) days' 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.
17. 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.
18. 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.
19. 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.
20. 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.

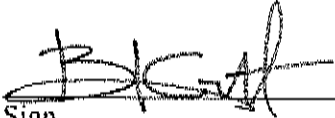
IN WITNESS THEREOF, the parties have executed this contract this 4th day of August 2017.

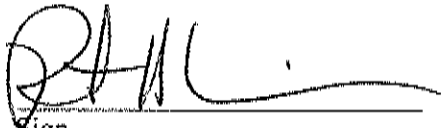
Brian Kent
Kent+Frost, LLC
1 High Street
Mystic, CT 06355

Robert Skinner
Chief Administrative Officer
4 Market Street,
Canton, CT 06019

Brian Kent
Print

Robert Skinner
Print


Sign


Sign

8-4-17
Date

8-2-17
Date