

AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2015, is by and between the **CITY OF STAMFORD** (hereinafter "The City"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, acting herein by David R. Martin, its duly authorized Mayor, and **CHRISTOPHER WILLIAMS ARCHITECTS, L.L.C.** (hereinafter "The Consultant"), a domestic limited liability company with a principal place of business located 85 Willow Street, Building 54, New Haven, Connecticut, acting herein by Christopher R. Williams, its duly authorized Principal.

WITNESSETH

WHEREAS, The City solicited Request for Proposals No. 681 for Relocation of the Hoyt-Barnum House;

WHEREAS, The Consultant submitted a proposal in response to said Request for Proposals; and

WHEREAS, The City has accepted The Consultant's proposal to prepare a Historic Structures Report pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

2. SCOPE OF SERVICES. The scope of services shall consist only of those duties, functions, obligations, responsibilities, and tasks set forth in (a) Section 2.4 Scope of Services, Subsection A. Survey and Documentation, of Addendum No. 1, dated June 19, 2015, to The City's Request for Proposals No. 681, attached hereto with 3 addendums as Exhibit A and hereby made a part hereof as if fully set forth herein, and (b) The Consultant's Proposal, attached hereto as Exhibit B and hereby also made a part hereof as if fully set forth herein;

3. COMPENSATION. The Consultant's compensation for the services set forth in Section 2, above, shall be Thirty Four Thousand Four Hundred Seventy Eight (\$34,478.00) Dollars based on The Consultant's Revised Appendix E Fee Proposal Form, dated September 1, 2015, attached hereto as Exhibit C and hereby made a part hereof, to the extent it pertains the Proposed Lump Sum Fee for an Historic Structures Report;

4. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the work hereunder bargained for upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient and diligent manner. It is agreed and understood that:

- A.** The City shall provide The Consultant all those documents referenced in the first paragraph of Section 2.4 A. of Addendum 1, dated June 19, 2015, of Stamford Request for Proposal No. 681, within two (2) weeks of the execution of this Agreement;
- B.** The Consultant shall provide The City with a draft of the Historic Structures Report by October 28, 2015; and
- C.** The Consultant shall submit a final Historic Structures Report to the Connecticut State Historic Preservation Office (SHPO) by November 6, 2015.

The Consultant further understands and hereby agrees that time is of the essence and, that if The Consultant fails to perform said work within the prescribed period(s), The City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for The Consultant's breach of this Agreement.

5. REVIEW OF WORK. The Consultant shall permit The City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work.

6. INDEMNIFICATION. The Consultant shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Consultant or loss of or damage to property, resulting directly or indirectly from The Consultant's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon The Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

7. ASSIGNMENT. The Consultant shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of The City;

8. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the The Consultant's demand for compensation by The City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

9. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire term of this Agreement, insurance coverages as set forth in the Certificate of Liability Insurance attached hereto as Exhibit D;

10. REPRESENTATIONS. The Consultant represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The

Consultant hereby acknowledges that The City has relied upon said representations in entering into this Agreement;

11. INTERPRETATION. The Consultant agrees that in the event of any ambiguity between the terms of this Agreement, The City's Request for Proposals (Exhibit A), the Consultant's Proposal (Exhibit B) and The Consultant's Revised Appendix E Fee Proposal Form, dated September 1, 2015, attached hereto as Exhibit C, The City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence;

12. SUBCONTRACTING. The Consultant is prohibited from subcontracting this Agreement or any part of it to any sub-consultants not set forth in The Consultant's Proposal, attached hereto as Exhibit B, without the City's prior approval. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subcontractor, The Consultant agrees to comply with The City's Code of Ordinances § 103.4;

13. CONTRACT EXTRAS. Pursuant to The City's Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by The Consultant that all contract extras regarding this contract shall be governed by The City's Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of The City's Charter and/or Code of Ordinances are fully complied with. The City's Charter and Code of Ordinances can be found at www.municode.com;

14. NON-APPROPRIATION. The Consultant acknowledges that The City is a municipal corporation, that The City's obligation to make payments under this Agreement is contingent upon the appropriation by The City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that The City may terminate this Agreement by way of written notice to The Consultant if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

15. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant hereby agrees to fully comply with the requirements of The City's Code of Ordinances, Sections 103-1 through 103-10, regarding contractors in general. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which The City may unilaterally terminate this Agreement by way of written notice to The Consultant. The provisions of the City Code can be found at www.municode.com ;

16. TERMINATION.

A. **TERMINATION FOR CAUSE.** If, through any cause, The Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or

other material prepared by The Consultant pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Consultant's express written permission;

The term "cause" includes, without limitation the following:

- 1) If The Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If The Consultant fails to perform to The City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If The City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should The City terminate this Agreement for cause, The Consultant shall not be relieved of liability to The City for any damages sustained by The City by virtue of any breach of this Agreement by The Consultant and The City may withhold any payment to The Consultant for the purposes of setoff until such time as the exact amount of damages due The City from The Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If the Agreement is terminated by The City as provided herein, The Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

17. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut; and

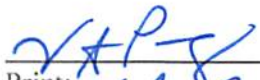
18. GIFTS: During the term of this Agreement, including any extensions, The Consultant shall refrain from making gifts of money, goods, real or personal property or services to

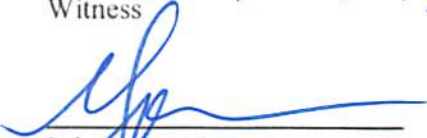
any appointed or elected official or employee of The City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in The Consultant. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

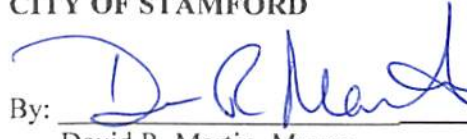
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

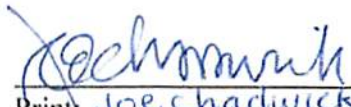
CITY OF STAMFORD



Print: V. A. Sankosky
Witness

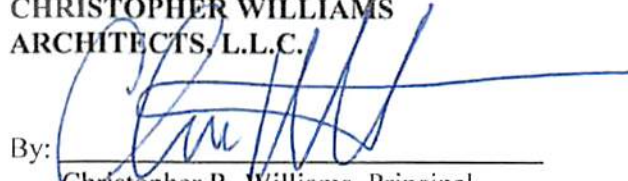

Print: M. Handler
Witness

By: 
David R. Martin, Mayor
Date: 9/16/15

CHRISTOPHER WILLIAMS ARCHITECTS, L.L.C.

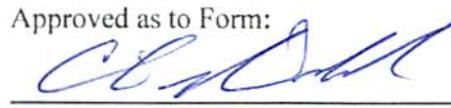

Print: Joe Chadwick
Witness

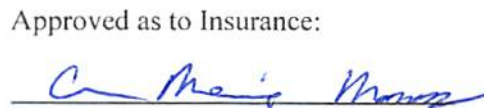

Print: Lindsay Aprati
Witness

By: 
Christopher R. Williams, Principal
Date: 9/16/15

Acknowledged and Consented To:
STAMFORD HISTORICAL SOCIETY

By: _____
Pamela Coleman, Chairperson
Date: _____

Approved as to Form:

Chris Dellaselva, Asst. Corp Counsel

Approved as to Insurance:

Ann Marie Mones, Risk Manager