

LU29.093
CONTRACT SUMMARY
RE: COLLECTIVE FOR COMMUNITY, CULTURE AND ENVIRONMENT, LLC

TYPE OF CONTRACT:	Services
GOVERNING LAW:	State of Connecticut
PARTIES:	City of Stamford Collective For Community, Culture And Environment, LLC (“Consultant”)
PURPOSE:	South End Neighborhood & Historic Preservation Plan, Phase I
PROJECT LOCATION:	City of Stamford
CONTRACT PRICE:	\$149,690 plus contingency of \$310 dollars by phase. Additional possible services at City’s option Phase 2 analysis - \$11,040 and/or Phase 3 Action &Implementation - \$9,140.
COMMENCEMENT DATE:	Date of Execution
PERIOD/END DATE:	Work to be completed in a timely, efficient and diligent manner, time is of the essence
RENEWAL:	None provided
SCOPE OF SERVICES:	Development of South End Neighborhood & Historic Preservation Plan, Phase I, as set forth in Exhibits A through G (RFP No. 711 and addenda, Consultant’s Proposal and Consultant’s Revised Work Plan). Plan to actively address the potential economic, environmental and social equity impacts to Stamford's South End through targeted regulatory changes, strategic infrastructure investments, and other tools.
IMPORTANT TERMS/ CONDITIONS PRECEDENT:	City’s obligation to pay contingent upon approval of funds City not liable of any additional costs unless provisions of Charter and Code complied with Consultant to comply with Code §§103-1 through 103-10 No gifts or political contributions to City employee or official by Consultant during term of contract Consultant considered an employee for purposes of complying with City’s Code of Ethics
CONSULTANT’S REPRESENTATIONS:	Consultant represents that it is qualified in relation to work to be performed under Agreement and has requisite skills, expertise and knowledge and that City relies on this representation
RIGHTS TO ASSIGN:	No right to assign without prior written approval of City
SUBCONTRACTING:	No right to sub-contract without prior written approval of City of specific subcontractor.
INSURANCE:	<ul style="list-style-type: none"> - Commercial general liability – not less than \$1 million combined single limit per occurrence and \$2 million aggregate - Comprehensive auto liability – minimum of \$1 million combined single limit per occurrence - Professional liability – no less than \$1 million - Workers’ compensation – Statutory limits - Employer’s liability – not less than \$100 thousand per accident All insurance to contain waivers of subrogation in favor of the City of Stamford

CITY'S POWERS TO TERMINATE:	<ul style="list-style-type: none"> - If Consultant fails to fulfill its obligations in a timely and proper manner or violates any terms of the Agreement - If Consultant made material misrepresentation in connection with Agreement - If Consultant fails to perform any material requirement of Agreement to City's satisfaction - If City reasonably determines satisfactory performance of agreement is endangered - With cause on 5 days' written notice or without cause on 20 days' written notice.
INDEMNIFICATION	Consultant will indemnify, defend and hold harmless City for all claims, suits, damages, etc. resulting from Consultant's negligent performance or intentional or negligent failure to perform a duty imposed by law or the Agreement, including reasonable attorneys' fees.
DISPUTE RESOLUTION	Dispute Resolution shall be first by executive meeting, then mediation and then arbitration