

**CONTRACT SUMMARY**  
**RE: Robinson & Cole LLP**  
**Bond Counsel Services**

<b>TYPE OF CONTRACT:</b>	Consulting Services
<b>GOVERNING LAW:</b>	State of Connecticut
<b>PARTIES:</b>	City of Stamford Robinson & Cole LLP ("Consultant")
<b>PURPOSE:</b>	Bond Counsel Services
<b>PROJECT LOCATION:</b>	Connecticut
<b>CONTRACT PRICE:</b>	As set forth in Exhibit C
<b>COMMENCEMENT DATE:</b>	January 1, 2016
<b>PERIOD/END DATE:</b>	June 30, 2020
<b>RENEWAL:</b>	None provided in Agreement
<b>SCOPE OF SERVICES:</b>	Bond Counsel Services, as more fully set out in Exhibit A (RFP #686), Exhibit B (Consultant's Proposal), and Exhibit C (Fee Schedule) - legal advice and assistance in connection with the City's public financing and revenue activities and related GO bond issuances and transactions and legal advice and assistance on matters pertaining to City's debt and debt service programs
<b>IMPORTANT TERMS/ CONDITIONS PRECEDENT:</b>	<ul style="list-style-type: none"> <li>- Consultant shall maintain records for period of not less than 3 years from date of final payment</li> <li>- No gifts or political contributions to City employee or official by Consultant during term of contract</li> <li>- All contract extras governed by City Charter and/or Code. City will not pay additional costs unless Charter/Code complied with</li> <li>- Consultant will comply with Code §§ 103-1 through 103-10</li> <li>- Consultant will comply with City Code of Ethics and shall be considered an "employee" for purposes of compliance therewith</li> </ul>
<b>REPRESENTATIONS:</b>	Consultant has necessary skill, expertise and knowledge necessary to perform scope of services. City relies upon Consultant's representation.
<b>RIGHTS TO ASSIGN:</b>	No right without prior written consent of City
<b>SUB-CONTRACING:</b>	No right without prior written consent of City of specific subconsultant (excludes subconsultants disclosed in Exhibit B)
<b>INSURANCE:</b>	Per RFP, Consultant must hold: <ul style="list-style-type: none"> <li>(1) General Public Liability insurance: \$2,000,000 aggregate</li> <li>(2) Commercial automobile liability insurance: \$1,000,000 per accident</li> <li>(3) Crime/Fidelity insurance: \$5,000,000 combined single limit</li> <li>(4) Workers' Compensation in compliance with State law</li> <li>(5) Professional Liability insurance: \$3,000,000 minimum</li> </ul>
<b>INDEMNIFICATION:</b>	Consultant to indemnify City against all losses, cost, damages or claims caused by negligent actions or omissions by Consultant of Agreement, including reasonable attorneys' fees.
<b>CITY'S POWERS TO TERMINATE:</b>	<ul style="list-style-type: none"> <li>- City may terminate if Consultant fails to fulfill its obligations in a timely manner</li> <li>- City may terminate "For Cause" on 5 days' written notice</li> <li>- City may terminate "For Convenience" on 20 days' written notice.</li> <li>- City may terminate upon failure of the Board of Representatives to appropriate sufficient funds</li> </ul>
<b>"CAUSE"</b>	<ul style="list-style-type: none"> <li>- False representations</li> <li>- Failure to perform any material requirement to City's satisfaction</li> <li>- City determines satisfactory performance by Consultant endangered or reasonably anticipates a default</li> <li>- Violation of §§103-1 through 103-10 of the Code of Ordinances</li> </ul>
<b>DISPUTE RESOLUTION</b>	Executive Meeting, then Mediation, then Arbitration