

**CONTRACT SUMMARY**  
**RE: DEWBERRY ENGINEERS, INC.**

<b>TYPE OF CONTRACT:</b>	Services
<b>GOVERNING LAW:</b>	State of Connecticut
<b>PARTIES:</b>	City of Stamford Dewberry Engineers, Inc. ("Consultant")
<b>PURPOSE:</b>	Construction Inspection and Administration Services with regard to the replacement of the Merriebrook Lane Bridge
<b>PROJECT LOCATION:</b>	City of Stamford
<b>CONTRACT PRICE:</b>	Based upon hours works and approved by the City, as set forth in Exhibit A, not to exceed \$179,700.00.
<b>COMMENCEMENT DATE:</b>	Date of Execution
<b>PERIOD/END DATE:</b>	Complete in timely manner, time is of the essence
<b>RENEWAL:</b>	None provided
<b>SCOPE OF SERVICES:</b>	Construction Inspection and Administration Services with regard to the replacement of the Merriebrook Lane Bridge, including provision of Chief Inspector. Contractor will inspect all construction within project limits for entire 199 calendar day duration of project to ensure work is in conformance with project plans and specifications, as set forth in Exhibit A.
<b>IMPORTANT TERMS/ CONDITIONS PRECEDENT:</b>	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
<b>CONSULTANT'S REPRESENTATIONS:</b>	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
<b>RIGHTS TO ASSIGN:</b>	No right to assign without prior written approval of City
<b>SUBCONTRACTING:</b>	No right to sub-contract without prior written approval of City of specific subcontractor.
<b>INSURANCE:</b>	<ul style="list-style-type: none"> <li>- Commercial general liability – not less than \$1 million combined single limit per occurrence and \$2 million aggregate</li> <li>- Comprehensive auto liability – minimum of \$1 million combined single limit per occurrence</li> <li>- Professional liability – no less than \$2 million</li> <li>- Workers' compensation – Statutory limits</li> <li>- Employer's liability – not less than \$500,000 per accident</li> </ul> All insurance to contain waivers of subrogation in favor of the City of Stamford
<b>CITY'S POWERS TO TERMINATE:</b>	<ul style="list-style-type: none"> <li>- If Consultant fails to fulfill its obligations in a timely and proper manner or violates any terms of the Agreement</li> <li>- If Consultant made material misrepresentation in connection with Agreement</li> <li>- If Consultant fails to perform any material requirement of Agreement to City's satisfaction</li> <li>- If City reasonably determines satisfactory performance of agreement is endangered</li> <li>- With cause on 5 days' written notice or without cause on 20 days' written notice.</li> </ul>
<b>INDEMNIFICATION</b>	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.