



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Request for Proposals 2022-001

The Town of Colchester is accepting proposals for the following:

Project Consultant for Use of ARPA Funding

All submissions must be made in accordance with the specifications supplied by

Town of Colchester
First Selectman's Office
127 Norwich Avenue, Suite 201
Colchester, CT 06415

Submissions will be received until **11:00 am, Wednesday, January 26, 2022.**

Andreas Bisbikos
First Selectman
Town of Colchester
Tel (860) 537-7220
Fax (860) 537-0547

selectman@colchesterct.gov

<https://www.colchesterct.gov/doing-business-colchester/pages/rfp-rfq>

Date issued: January 4, 2022

Town of Colchester, Connecticut
Request for Proposals 2022-001
Project Consultant for Use of ARPA Funding

The Town of Colchester has received funding via the American Rescue Plan Act ("ARPA"). The Town is accepting proposals for a project consultant for the review of applications, recommendation for funding, and administration of projects and programs as funded by ARPA.

The scope of services, program materials and submission requirements may be obtained at no charge from the Town of Colchester's web site via the following link:

<https://www.colchesterct.gov/doing-business-colchester/pages/rfp-rfq>

There will be an opportunity to further discuss the RFP with Town representatives on **Tuesday, January 18, 2022 at 10:00am**. Interested firms are asked to report to Meeting Room 1 on the first floor of Colchester Town Hall, located at 127 Norwich Avenue, Colchester CT. Attendees are required to provide their own personal protective equipment for the safety of all attendees and for the safety of other Town Hall occupants.

Proposals will be accepted by the First Selectman's Office until Wednesday, January 26, 2022 at 11:00am; submissions received after this date and time will not be considered. The Town reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment is in the Town's best interest. Interested firms are required to submit **one original copy** of the proposal to the First Selectman's Office no later than the date and time noted above. Submissions may also be made via email, or USB drive; the Town does not assume responsibility for failure of submissions to be received by the Town by the date and time noted above.

The awarded firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, or national origin.

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**Request for Proposals
Town of Colchester, Connecticut**

**2022-001
Project Consultant
for
Use of ARPA Funding**

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**Request for Proposals
Town of Colchester, Connecticut**

2P22-0032022-001

Project Consultant

for Use of ARPA

Funding

I. PROJECT SPECIFICATIONS

I.1 INTRODUCTION

The Town of Colchester is receiving funding via the American Rescue Plan Act ("ARPA"). In the interest of ensuring that there is appropriate use and reporting of the funds, the Town is accepting proposals from project consultants which shall be responsible for assisting the Town.

I.2 PROJECT CONSIDERATIONS

The Town of Colchester is a non-entitlement unit (NEU) and has \$4,678,682.78 in funding via the American Rescue Plan Act ("ARPA"). The funding is part of a five year plan with completion in 2026. In June 2021, the Board of Selectmen established an ARPA Ad-hoc Committee to review applications and make recommendations to the Board of Selectmen for approval of funding requests. The ARPA Ad-hoc Committee started meeting in September 2021 and has developed an application for submission of funding requests (ARPA Recovery Funding Request Application) which can be found on the Committee's page on the Town's website <https://www.colchesterct.gov/your-government/arpa-ad-hoc-committee>. The Ad-hoc Committee had also established target funding waves for review and recommendation of applications, along with an assessment process and assessment tool for reviewing the applications, and has received numerous applications from local businesses, and Town departments for funding requests. At this time, the work of the Ad-hoc Committee is awaiting the selection of a project consultant through this RFP process, before continuing its review and recommendation regarding those funding requests.

I.3 SCOPE OF SERVICES

The selected firm shall operate under and report to the First Selectman. The following intended scope of services shall be relevant, generally defined as noted below:

Programming assistance: support the First Selectman, ARPA Ad-hoc Committee and the Board of Selectmen pertinent to a funding distribution plan, including grant distributions and/or incentives.

Support the First Selectman, ARPA Ad-hoc Committee and the Board of Selectmen with use and administration guidelines for projects, eligible programs and incentives.

Review/create an overall schedule that includes implementation of individual project/program components. Relevant to programs and incentives, review/develop guidelines for distribution of funding. Review/develop compliance procedures inclusive of compliance testing of grantees.

Review/create a marketing and communications outreach plan to assist non-profit and business

applicants with development of eligible projects/programs and submission of ARPA eligible funding applications.

Provide appropriate reports, support Town staff and attend meetings as required to provide information required by the Board of Selectmen, Town departments and the ARPA Ad-hoc Committee as applicable.

Provide budget management and reporting of American Rescue Plan funds coordinating with the Town’s Finance Office and financial reporting system. Reconcile with the Town’s general ledger system (Tyler Munis) on not less than a monthly basis, to ensure that all costs are being accounted for, tracked and reported accurately. Assist with and provide information required for Treasury interim and quarterly reporting.

Prepare and issue a final close-out report to the Town and to the Treasury Department, including a financial reconciliation.

All operational working records and reports must be retained for a minimum of five (5) years beyond the expiration of the contract, following which such records will be required to be turned over to the Town. The selected firm shall be required to make such operational working records and reports available, during the term of the contract and for five (5) years beyond the expiration of the contract.

I.4 PROJECTSCHEDULE

The following is the proposed schedule, primarily relevant to the selection process. Please be advised that as part of your firm’s proposal, it is anticipated that a startup schedule will be included, using the following as a general guideline, incorporating any adjustments that your firm may feel to be appropriate to successfully complete the project.

| | |
|---------------------------|-----------------------------|
| Date of RFP Issuance | Tuesday, January 4, 2022 |
| Pre-submission site visit | Tuesday, January 18, 2022 |
| Due date for submissions | Wednesday, January 26, 2022 |
| Interviews | February 2022 |
| Recommendation for Award | February/March 2022 |
| Contract finalized | February/March 2022 |

There will be an opportunity to further discuss the RFP with Town staff on **Tuesday, January 18, 2022 at 10:00am**. Interested firms are asked to report to Meeting Room 1 on the first floor of Colchester Town Hall, located at 127 Norwich Avenue, Colchester CT. Attendees are required to provide their own personal protective equipment for the safety of all attendees and for the safety of other Town Hall occupants.

II. SUBMISSION REQUIREMENTS

II.1 SUBMISSION DUE DATE

Proposals will be accepted by the Town of Colchester First Selectman’s Office located at 127 Norwich Avenue, Suite 201, Colchester CT 06415, until **11:00 am, Wednesday, January 26, 2022**. Submissions

received after that time will not be considered. Submissions may be withdrawn 120 days after opening if no award has been made.

The Town anticipates that it may want to meet with a select number of firms in February 2022, based upon review of submissions in response to this RFP; timing would be conducted separately from this document.

Unless otherwise indicated, submissions are assumed to be valid for one hundred twenty (120) days from the date that Submissions are due.

II.2 DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit one original copy of the proposal to the First Selectman's Office, no later than the date and time noted above. Submissions may be made via email, or USB drive; the Town does not assume responsibility for failure of submissions to be received by the Town by the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date.
- b. A concise and complete description of the work to be performed, including:
 1. An explanation of your firm's understanding of the project, its approach to the work, the key issues to resolve and the level of detail that can be accomplished for the work.
 2. A detailed work program and time schedule for each phase of the project, including milestones for periodic review of the work with the First Selectman and the ARPA Ad-hoc Committee.
 3. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration. List shall include alternate lead person in the absence of the assigned lead person, or methodology for providing continuity of services due to temporary absence of the lead person.
 4. A description of similar projects which your firm has been involved in, including references.
 5. A summary of your firm as outlined in Section II.3 of this document. Please note that joint ventures are acceptable for submission.
- c. A fee schedule for the services and/or method for fee schedule development. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services will be one of the criteria relevant to final selection.

II.3 VENDOR INFORMATION

A. Vendor Overview

Please provide the following:

- ☐ The name and location of your company, including the office location that will be serving the Town.
- ☐ A brief general description of your business.
- ☐ The number of years your company has been in business.
- ☐ Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- ☐ The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- ☐ The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- ☐ Client name and location
- ☐ Starting date of service and completion date
- ☐ Contact name, title and telephone number

II.4 EVALUATION CRITERIA

Evaluation will be based upon the written submittals and selected presentations and interviews. The factors, which will be evaluated, include the following:

1. The proposed staffing plan and specialized experience of the individual(s) or firm(s) and its(their) assigned personnel.
2. The firm's understanding of and approach to the project.
3. Capability to work collaboratively with the First Selectman, ARPA Ad-hoc Committee and other parties associated with the project.
4. The firm's experience working on federal grant administration.
5. The firm's experience in coordinating a variety of independent components of a funding program.
6. The firm's ability to prepare, and provide accurate updates to, an overall budget for the funding.
7. The firm's schedule, including milestones.
8. Clarity, organization, and effective presentation of submittal.
9. Current and anticipated workload.
10. Review of references listed.
11. Proposed fee schedule or fee schedule methodology. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services will be a factor.

Final recommendations regarding award of contract(s) for services will be made after the Town and firm(s) have negotiated reasonable fee schedule(s) for services to be provided, and have concurrence on the methods to be used for payment for services rendered.

II.5 ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website: <https://www.colchesterct.gov/doing-business-colchester/pages/rfp-rfq>

This document includes an acknowledgement page; this page must be faxed back to the First Selectman's Office, to ensure proper notification of changes to the published documents. The Town of Colchester does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Andreas Bisbikos at (860) 537-7220 or at selectman@colchesterct.gov.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

III. CONTRACT CONSIDERATIONS

III.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

III.2 INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Colchester, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Colchester or its officers, agents or employees.

The Town, as a sovereign government, cannot indemnify businesses or individuals.

III.3 INSURANCE

Prior to the execution of any contract, the Town of Colchester requires that any awarded contractor providing materials, equipment or services to the Town, must provide to the Town a certificate of insurance (Acord or other approved format) naming the Town of Colchester as additional insured, for

the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

In addition to the above, the awarded contractor shall provide a certificate of insurance in the minimum amounts as specified herein.

- Professional Liability, in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.
- Umbrella coverage over the General Liability and Automobile Liability coverage, in an amount not less than \$1,000,000 per occurrence/aggregate.

All above said insurance shall be provided at the sole expense of the contractor with an insurance company which is licensed to do business in the State of Connecticut, and which shall have a minimum AM Best rating of not less than "A-/VIII". Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the Town before starting work.

The awarded firm shall maintain insurance coverage until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the Town and the awarded firm.

III.4 INVOICING AND PAYMENT

Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). If your firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in your proposal. The Town cannot make payments for "execution of contract" (payments due upon contract signing).

III.5 AWARD CONSIDERATIONS

The Town may reject any or all submissions for such reason as it may deem proper or for its sole convenience. The Town reserves the right to not accept any submissions. In acceptance of submissions, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the firms as to any features of their submissions and to accept modifications of the work and price when such action will be in the best interests of the Town.

Firms selected for interview will be provided with the content of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of

affidavits; the selected firms shall not directly contact the panel members prior to, or following the interview process.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a submission for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Colchester is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Town of Colchester.

Unless otherwise noted, submissions received in response to this document, including proposed fee schedules if applicable, are assumed to be valid and binding for one hundred twenty (120) days from receipt of the submission. If award is not made within such time, the submission can be deemed to be either no longer valid, or can be extended with mutual consent of the Town and the firm making submission.

Any contract resulting from this solicitation shall be governed by the laws of the State of Connecticut.

Documents/reports/data become property of the Town of Colchester.

III.6 FORM OF CONTRACT

The Town intends to use a standard contract for professional services for the purposes of engaging a firm to provide the requested services; a standard contract draft form is attached solely for reference.

III.7 NON-APPROPRIATION OF FUNDS

Please note that any contract executed by the Town of Colchester is subject to the appropriation of funds.

**REQUEST FOR PROPOSALS
TOWN OF COLCHESTER, CONNECTICUT**



**Project Consultant
for Use of ARPA
Funding
2022-001**

Due Date: 11:00 am, Wednesday, January 26, 2022

Town of Colchester
First Selectman's Office
127 Norwich Avenue, Suite 201
Colchester, Connecticut 06415

In accordance with the Town's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the Town reserves the right to reject any and/or all submissions, and is making submission without collusion with any other person, individual or corporate.

| | | | | |
|---------------|-------|-----|------------------|--|
| Name | | | Signature | |
| Company Name | | | Printed Name | |
| Address | | | Title | |
| Town | State | Zip | Date | |
| Federal ID # | | | Telephone Number | |
| Email address | | | Fax Number | |

RETURN THIS FORM IMMEDIATELY!

**Town of Colchester, Connecticut
Acknowledgment: Receipt of RFP Documents**

**Request for Proposals
2022-001
Project Consultant for
Use of ARPA Funding**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit responses.

Date issued: January 4, 2022

Date documents received ____/____/____

Do you plan to submit a response? Yes ____ No ____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

**Note: Faxed acknowledgments are requested!
FAX (860) 537-0547
A cover sheet is NOT necessary.**

TOWN OF COLCHESTER
FIRST SELECTMAN'S OFFICE
127 NORWICH AVENUE, SUITE 201
COLCHESTER, CONNECTICUT 06415

Submission Check List

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

- ____1. The submission has been signed by a duly authorized representative of the company.
- ____2. Any fee schedule you have offered has been reviewed and verified.
- ____3. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in submission rejection. (You may offer cash discounts for prompt payment).
- ____4. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the submission.
- ____5. Any addenda to this document have been acknowledged and included.
- ____6. The submission has been addressed to:

Town of Colchester
First Selectman's Office
RFP 2022-001
Project Consultant for Use of ARPA
Funding
127 Norwich Avenue, Suite 201
Colchester, CT 06415
- ____7. The submission is submitted in time to be received no later than the designated opening date and time. Late responses are NOT accepted under any circumstances. Please allow enough time if mailing your submission.

TOWN OF COLCHESTER, CONNECTICUT
NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in the Town of Colchester Code of Ethics to any official or employee of the Town of Colchester responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

CONTRACT FOR PROFESSIONAL SERVICES
COLCHESTER, CONNECTICUT
CONTRACT 2022-xxx
[CONTRACT NAME]

This Agreement made this _____th day of _____ 20XX, by and between the **Town of Colchester**, a municipal corporation located in the County of New London and State of Connecticut, hereinafter termed "Town", and **[Company name]**, a Connecticut company qualified to do business in the State of Connecticut, with an office at **123 Main Street, Anytown CT 06xxx** hereinafter termed "Consultant".

W I T N E S S E T H:

WHEREAS, the Town seeks to **[purpose of contract]**;

WHEREAS, the Consultant is to perform **[purpose of services]** services as needed and as requested by the Town of Colchester, as outlined in the Town of Colchester Request For Proposals 2022-xxx and the Consultant Proposal dated **[Proposal due date]**, representing that the Consultant is experienced and qualified to carry on such work;

NOW, THEREFORE, the Town and the Consultant, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. The Consultant hereby represents, warrants and covenants to the Town as of the date hereof the following:
 - A. The undersigned representative of the Consultant has been authorized and empowered to execute this Contract by a Resolution of its Board of Directors.
 - B. The Consultant is experienced in the services required for the completion of services required within this contract, and the Consultant and its agents and employees are qualified to perform the duties contemplated under the Contract.
 - C. The Consultant employs and will maintain employment during the term of the Contract, of appropriate staff to complete the services outlined herein.
 - D. No statement of fact made by or on behalf of the Consultant in this Contract, in the Contract Specifications, or in any certificate or exhibit furnished to the Town pursuant hereto contains any untrue statements of a material fact or omits to state any material fact necessary to make statements contained therein or herein not

misleading.

- E. The Consultant understands all the terms and conditions of this Contract, including the Contract Specifications, and hereby agrees to adhere to the Contract Specifications and attached Exhibits which are hereby made a part of the Contract.

2. EMPLOYMENT OF CONSULTANT:

The Town hereby engages the Consultant and the Consultant hereby agrees to perform all of the services and furnish all of the records, materials, forms and supplies required by and in complete accordance with the Town of Colchester's Request For Proposals ("RFP"), entitled 2022- xxx, a copy of which is attached hereto marked Exhibit A, and the Consultant's proposal dated [**Proposal due date**], a copy of which is attached hereto marked Exhibit B.

3. COMMENCEMENT AND COMPLETION:

- A. Following execution of this Contract, the Consultant shall commence work within five (5) working days from the date of an assignment of work, for which a purchase order shall be issued for said work assignment.
- B. The Consultant agrees to complete the work in accordance with the Contract Specifications set forth in Exhibits A and B.
- C. The Consultant agrees to adhere to the time schedule for the work as set forth in the Contract Specifications set forth in Exhibits A and B.

4. USE OF DOCUMENTS:

All files and/or drawings developed through this Contract shall be considered the property of the Town of Colchester, whether or not an assignment is completed.

5. RESPONSIBILITIES OF THE TOWN:

The Town shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs incident thereto:

- 5.1 Pay the Consultant in accordance with the terms of this Contract.

- 5.2 Designate in writing a person to act as the Town's representative with respect to the services to be performed or furnished by the Consultant under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to the Consultant's services for the Project.
- 5.3 Assist the Consultant by placing at its disposal all available information pertinent to the work, including previous drawings or reports and, as applicable to the services, any other data relative to design or construction of a work assignment, all of which the Consultant shall be entitled to rely upon.

6. COMPENSATION:

The Town agrees to pay to the Consultant the amount of **[amount in words] [amount in numbers]**, in accordance with amounts as outlined in Exhibit B, as compensation for the Consultant's services to be performed and the records, materials, forms and supplies to be furnished by the Consultant.

The Consultant and the Town agree that payment for work completed shall be made within thirty days of performance of such services, or within thirty (30) days of receipt of properly executed invoice, whichever comes later.

7. INDEMNIFICATION:

The Consultant agrees to indemnify and save harmless, the Town of Colchester, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the Consultant resulting from performance under this Contract, except to the extent caused by the negligent acts of the Town of Colchester, or its officers, agents or employees.

8. INSURANCE:

The Consultant shall provide to the Town a certificate of insurance, naming the Town of Colchester as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

Additionally, the Consultant shall provide to the Town a certificate of insurance reflecting the following coverage:

- Professional Liability, in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

The Consultant shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to an assignment, the Consultant shall maintain coverage for a reasonable period after the date of substantial completion of the project, as agreed to by the Town and the Consultant. The Consultant shall provide renewed certificates of insurance to the Town thirty (30) days prior to the expiration of a certificate.

Any sub-consultant to the Consultant shall be likewise covered, and shall furnish certificates of coverage acceptable to the Town before starting work.

9. ASSIGNMENT OF CONTRACT:

The Consultant agrees that it shall not assign, transfer or sublet the Contract, or any interest or part therein, without first receiving written approval from the Town, and further agrees that any such assignment or transfer or subletting without prior written approval of the Town shall, in every case, be null and void, and further agrees that such approval by the Town shall not release the Consultant from any responsibility or liability as set forth in this Contract and the Contract Specifications.

10. TERMINATION:

Subject to the provisions below, the Contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this Contract may be extended upon written approval by the Town until said work or services are completed and accepted.

A. Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the Town for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination by cause.

11. SEVERABILITY:

In the event that any part of any clause or provision of the Contract or Contract Specifications as set forth in Exhibits A and B are judicially determined to be invalid or unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this Contract.

12. WAIVER:

No action or failure to act by the Town shall constitute a waiver of any right or duty afforded it under the Contract or Contract Specifications, nor shall it prohibit the Town from future exercises of any such right.

13. ENTIRE AGREEMENT:

This Contract, including Exhibits A and B, contains the complete and entire agreement between the parties and may not be modified or amended except in a writing executed by the parties hereto.

14. GOVERNING LAW:

This Contract shall be interpreted and governed under the laws of the State of Connecticut and by the courts of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

_____th day of _____, 20XX.

Signed in the presence of:

TOWN OF COLCHESTER

_____ By _____
Andreas Bisbikos, First Selectman

Signed in the presence of:

[Company name]

_____ By _____
[Name]
[Title]

This Contract was approved by vote of the Board of Selectmen of Colchester, Connecticut, on the _
_____th day of _____, 20XX.

Gayle Furman
Town Clerk