

**CONSULTING SERVICES AGREEMENT**  
**(MUNICIPAL PUBLIC WORKS PROJECT)**

This Consulting Services Agreement (the “Agreement”) is dated and effective as of March \_\_\_\_, 2023 (the “Effective Date”) by and between **LAND-TECH CONSULTANTS, INC.**, a Connecticut corporation (the “Consultant”), and the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Consultant and the Town agree as follows.

1. **Services by Consultant.**

- (a) **Scope of Work.** Consultant will perform professional consulting services for the **Town’s Public Works Department** with respect to the turf athletic field and seasonal sports bubble feasibility study for Allen’s Meadow Park, as described in RFQ/RFP No. 2023-01, attached as **Exhibit A** (the “RFQ/RFP”) and the excerpts from Consultant’s proposal dated February 17, 2023, attached as **Exhibit B** (the “Proposal”). For purposes of this Agreement: (i) “Services” means and includes the consulting services described in the RFQ/RFP and Proposal; and (ii) “Component Documents” means and includes this Agreement, the RFQ/RFP and the Proposal. The Component Documents are complimentary, and what is required by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Component Documents, interpretations will be based on the following priorities: this Agreement; the RFQ/RFP; and the Proposal.
- (b) **Capability, Experience and Resources.** Consultant represents and warrants that Consultant has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement.
- (c) **Performance.** Consultant will use Consultant’s best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will undertake to perform the Services only upon receipt of a request or instructions from the Town’s First Selectwoman, Director of Public Works, or a person designated by one of those persons.
- (d) **Compliance With Laws.** Consultant agrees, represents and warrants that all of Consultant’s Services will be rendered in compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements. Consultant will promptly notify the Town if Consultant’s Services fail in any way to comply with the covenants, representations and warranties set forth in this Section, or if it is alleged that Consultant’s Services fail to comply with the covenants, representations and warranties set forth in this Section.
- (e) **No Delegation, Exceptions.** Without the express prior written approval of the Town’s Director of Public Works, Consultant shall not delegate to any other person or entity the performance of the Services or of any of Consultant’s obligations and responsibilities under this Agreement.

2. **Additional Services.**

Consultant shall not perform any additional services beyond the Services to be performed hereunder. Any additional services shall be subject to a separate written agreement.

3. **Independent Contractor.**

Consultant represents, warrants and agrees that: (a) Consultant is an independent contractor and not an employee or agent of the Town; (b) Consultant shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Consultant directly or indirectly receives from the Town; and (c) neither Consultant nor any employees or other personnel of Consultant are entitled to receive or are eligible for any benefits which accrue to employees of the Town, including, without limitation, such benefits as health insurance and retirement benefits. Without the express prior written approval of the Town, neither Consultant nor any employees or other personnel of Consultant will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. **Payments to Consultant.**

(a) **Compensation.** Consultant will be entitled to compensation for the Services in accordance with the lump sum fee indicated in the Proposal: **\$26,350.00** (the "**Quoted Fee**"). The Town will not be responsible for payment for Services performed in excess of the Quoted Fee unless, prior to performing the Services, the Consultant obtained the written authorization of the Director.

(b) **Invoices, Payment Schedule.** Consultant shall submit to the Town invoices for payment on a monthly basis. Each invoice shall include an itemized statement showing dates of work, a description of each task performed, personnel who performed each task, hourly rate(s) and the total sum for each task. The Town shall review each invoice and, within ten (10) days of receipt, either certify the same for payment or advise Consultant of any necessary revisions or additional documentation necessary to render such invoice for payment. The Town will pay each invoice within twenty (20) days after receipt by the Finance Department of an approved invoice.

(c) **Expenses.** Except for Reimbursable Expenses of not to exceed **\$1,500.00**, the compensation to be paid under this Agreement is inclusive of all expenses. Except for Reimbursable Expenses of not to exceed **\$1,500.00**, Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the Services. Reimbursable Expenses in excess of **\$1,500.00** are subject to prior written approval of the Town's Director of Public Works. "**Reimbursable Expenses**" means and includes expenses actually incurred by Consultant for copies, reproductions, photographs, printing and overnight delivery services.

5. **Duration of Agreement.**

(a) **Term.** The engagement of Consultant by the Town to provide the Services shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall end on June 30, 2023 (i. e., the end of the Town's current fiscal year). The engagement of Consultant by the Town may be extended by written agreement.

(b) **Termination by the Town.** The Town may, at any time, and for any reason, terminate the engagement of Consultant to provide the Services under this Agreement. The Town shall give at least thirty (30) days' prior written notice to Consultant of termination specifying the effective date of the termination. If the Town terminates the engagement under this **Section 5(b)**: (i) Consultant shall continue to render the Services until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in **Section 5(b)(ii)**, the Town shall have no further liability to Consultant under this Agreement. Non-payment by Town of

Consultant's invoice shall not be grounds for termination if the Town has reasonable basis to dispute said billing and the issue remains unresolved between the parties.

(c) Termination by Consultant. Consultant may, for any reason, terminate this Agreement provided that Consultant gives at least thirty (30) days' prior written notice to the Town of termination specifying the effective date of the termination. If Consultant terminates the engagement under this Section 5(c): (i) Consultant shall continue to render Services until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(c)(ii), the Town shall have no further liability to Consultant under this Agreement.

(d) Cooperation. If the engagement of Consultant to provide Services is terminated under Section 5(b) or Section 5(c), Consultant shall cooperate with the Town to arrange the termination in such manner as may reasonably be requested by the Town so as to minimize any disruption or adverse impact to the Town, including, without limitation, providing documentation and data files to a successor consultant designated by the Town.

(e) Survival. Notwithstanding anything to the contrary contained herein, the provisions of Sections 7, 8, 9, 10, 12 and 13 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

## 6. Insurance.

(a) Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in Schedule B of the RFQ/RFP covering Consultant and all of its agents, employees, consultants and other providers of all or part of the Services. The Town of Wilton shall be named as Additional Insured on a primary and non-contributory basis to Consultant's Commercial General Liability insurance policy. All insurance coverages shall be purchased from a company or companies with an A.M./Best rating of A-(VII) or better.

(b) The insurance policies described in Section 6(a) are referred to herein as the "Policies". Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

## 7. Ownership of Documents and Property.

(a) Consultant understands and agrees that all information and other property of the Town, notwithstanding its disclosure to and use by Consultant in the course of the engagement of Consultant to provide Services under this Agreement, shall remain the property of the Town or of any third party who may furnished it to the Town. At the termination of Consultant's engagement under this Agreement, or at the request of the Town at any time, Consultant will immediately deliver to the Town all information, and all other property of the Town or of a third party, which are in the possession, custody or control of Consultant.

(b) All documents prepared by Consultant pursuant to this Agreement, including sketches, designs, reports, drawings, CADD and/or computer design files and specifications (the "Work Product")

are instruments of service in respect to the Services to be performed and, upon payment as herein provided, shall become the property of the Town. Consultant hereby irrevocably and perpetually assigns to the Town all right, title and interest in and to the documents, including, but not limited to, all intellectual property rights, patents, trademarks, trade secrets and copyrights. The Town agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the Town or any person or entity that obtains the Work Product from or through the Town.

8. **Remedies; Indemnification.**

(a) In addition to and not in lieu of any other obligation contained in this Agreement, Consultant agrees to and shall indemnify the Town and hold the Town harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities arising out of (i) any breach or violation by Consultant of any provision of this Agreement, including any representation or warranty contained herein; and (ii) any negligent or intentional acts, errors or omissions by Consultant in the performance of its Services under this Agreement.

(b) The provisions of this Section 8 shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

9. **Entire Agreement; Modification; Binding Effect.**

(a) This Agreement contains the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Consultant acknowledges that in connection with Consultant's decision to sign this Agreement, Consultant has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement. Without limiting the generality of the foregoing, this Agreement supersedes any proposal or bid submitted by Consultant.

(b) This Agreement may only be changed or modified in a writing signed by both Consultant and the Town.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Consultant may not assign Consultant's obligations under this Agreement.

10. **Governing Law; Jurisdiction.**

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Consultant and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11. **Consultant's Authority to Conduct Business.**

Consultant represents and warrants that Consultant shall maintain its existence in good standing in its state of incorporation or formation (if applicable), and that Consultant shall maintain in full force and effect any and all licenses or authorizations required for Consultant to do business in each jurisdiction where Services are to be rendered under this Agreement.

12. **Notices.**

All notices required or permitted to be given under this Agreement shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the Town, addressed to:  
First Selectwoman  
Town of Wilton  
238 Danbury Road  
Wilton, CT 06897

If to Consultant, addressed to:  
LAND-TECH CONSULTANTS, INC.  
518 Riverside Avenue  
Westport, CT 06880  
Attn: Peter T. Romano, Principal

13. **Miscellaneous Provisions.**

(a) **Captions.** Any title or caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party or their respective attorneys.

(c) **Non-Waiver.** Any delay or failure by either party to exercise any right under this Agreement, or any party's partial exercise of any right under this Agreement, shall not constitute a waiver of such right or any other right. The waiver by either party of any particular breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach of this Agreement or right hereunder, and no such waiver shall be effective unless set forth in writing by Consultant or the Town.

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WHEREFORE, the Town and Consultant have entered into this Agreement as of the Effective Date indicated on Page 1.

**TOWN OF WILTON**

\_\_\_\_\_  
By: Lynne Vanderslice  
Its: First Selectwoman

**CONSULTANT:**  
LAND-TECH CONSULTANTS, INC.

\_\_\_\_\_  
By: Peter T. Romano  
Its: Principal

*{Signature page to Consulting Services Agreement}*