

REQUEST FOR PROPOSALS (RFP)
FOR
HISTORIC NEIGHBORHOOD CONSULTANT
RFP NUMBER 2025-09



ISSUE DATE: THURSDAY, MAY 8, 2025

ISSUED BY: TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

INQUIRIES: LORI FUSCO, CHAIR
WILTON HISTORIC DISTRICT AND HISTORIC PROPERTY
COMMISSION
INQUIRY PHONE: 203-451-1449
PLEASE SUBMIT RESPONSES TO:
LORIHDPHC@GMAIL.COM

SUBMISSION
DEADLINE: THURSDAY, MAY 29, 2025 AT 11:00 A.M.



INVITATION TO BID

May 8, 2025

Sealed proposals for the RFP HISTORIC NEIGHBORHOOD CONSULTANT, RFP NO. 2025-09 will be received by the Town of Wilton until **11:00 A.M., Thursday, May 29th, 2025** (the "Submission Deadline") per the attached Notice to Respondents. No proposals will be received after the Submission Deadline.

Proposals shall be rendered on the Proposal Form provided and shall state clearly any exceptions to the Minimum Requirements and General Conditions. If required, clarification of the Minimum Requirements and General Conditions may be obtained via email by contacting the Chair of the Wilton Historic District and Historic Property Commission, Lori Fusco, at lorihdhpc@gmail.com. To receive consideration, questions must be received by **Thursday, May 22, 2025 at 3:00 p.m.**

All proposals are to be addressed to the Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly labeled: RFP – 2025-09 HISTORIC NEIGHBORHOOD CONSULTANT.

We hope to entertain a proposal from your firm on that date.

Matt Knickerbocker,
Town Administrator

**TOWN OF WILTON
NOTICE TO RESPONDENTS
RFP NUMBER 2025-09**

Sealed proposals for HISTORIC NEIGHBORHOOD CONSULTANT will be received by the Town of Wilton until **11:00 A.M., THURSDAY, May 29, 2025** (the "Submission Deadline"). No proposals will be received after the Submission Deadline. Proposal opening will take place in a TOWN HALL CONFERENCE ROOM IMMEDIATELY THEREAFTER.

Copies of the RFP documents and information may be obtained by downloading said documents directly from the Town of Wilton's website www.wiltonct.gov/bids.

All proposals are to be addressed to Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked:
RFP – 2025-09 HISTORIC NEIGHBORHOOD CONSULTANT.

Each Respondent shall submit (1) one original and five (5) printed copies plus one electronic copy via USB Drive / memory stick of its proposal.

The Town of Wilton is an Affirmative Action/Equal Opportunity Employer.

Respondents shall comply with State mandated Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Oral, telephone and FAX responses will NOT be considered. A Respondent may not withdraw a proposal within ninety (90) days of the Submission Deadline.

The Town reserves the right to reject any, or any part of or all proposals for any reason; to waive informalities and technicalities; and to accept the proposal which the Town deems to be in its best interest, whether or not it is the lowest cost proposal. The Town reserves the right to review the proposals and reject all proposals or take no action or elect not to select any proposal. The Town also reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the proposals and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Respondent that it feels is best suited to complete the project. The RFP does not constitute a contract or offer of employment.

Matt Knickerbocker, Town Administrator
May 8, 2025

TOWN OF WILTON
RFP NUMBER 2025-09
HISTORIC NEIGHBORHOOD CONSULTANT

PROJECT OVERVIEW AND BACKGROUND

The Town of Wilton Historic District and Historic Property Commission (the “Commission”) is seeking the services of a consulting firm or firms to undertake a pre-master planning study of the historic neighborhood of Cannondale, located in Wilton, Connecticut.

The Commission is responsible for administering historic districts and historic property for the purpose of promoting the educational, cultural, economic, and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings, structures, places, surroundings, sites, objects, neighborhoods and their environs associated with the history of or indicative of a period or style of architecture of the municipality, of the state, or of the nation. The Commission reviews any and all alterations, demolitions, or construction of buildings and other structures within the boundaries of the Town’s regulated local historic districts and property.

The Commission expects the study to culminate in a written report. The report will be shared with the public as well as members of Wilton’s Planning and Zoning Department and Planning and Zoning Commission (the “P&ZC”). The report is intended to provide data and information that will assist and support the P&ZC in the development of a master plan for the Cannondale area. Hence, the report is characterized as a pre-master planning study. Respondents should recognize that historic preservation will be one of many factors considered by the P&ZC in the development of the master plan. Other factors that are likely to be considered by the P&ZC in the development of the master plan include, without limitation, and in no particular order, transportation, population density, road and utility infrastructure, traffic, affordable housing, parking, natural resources, environmental preservation and balancing of residential and commercial development. The report is not intended to limit or restrict the P&ZC in the development of the master plan. The report should emphasize options and alternatives within the context of historic preservation and include examples of both successful and unsuccessful government historic preservation initiatives. The report will be posted on the Town’s website.

The project will be funded by the Historic Preservation Fund of the National Park Services, as administered by the Connecticut Department of Economic and Community Development (DECD) and the State Historic Preservation Office (SHPO). The budget and award will be submitted to the DECD and SHPO for review and approval.

SCOPE OF WORK

The scope of work will include the following.

- Undertaking a study culminates in a written report that includes the following.
 - A catalogue and description of the historic structures that exist within the Cannondale National Registered Historic District which incorporates the Cannondale Village District, including age and condition.
 - Recommendations on how best to preserve and protect the historic integrity of the neighborhood, including the best ways to defend it against natural disasters, like flooding from the Norwalk River, which puts the historic district in a flood zone.
 - A template for adaptive use and possible repurposing of the area, including how to make the buildings ADA accessible, while maintaining their historic authenticity.
 - Recommendations for design review guidelines and regulations that outline how developers may integrate new construction that is compatible to existing historic buildings and takes historic preservation into consideration for any new plans for the area.

The successful Respondent (sometimes referred to in this RFP as the “Consultant”) will be expected to consult with members of the Commission, the P&ZC and staff of the Planning & Zoning Department and to attend public information sessions and hearings.

The study must be undertaken in compliance with the U. S. Secretary of the Interior’s Standards for the Treatment of Historic Properties and the procedures of the Connecticut Department of Economic and Community Development (DECD) and the State Historic Preservation Office (SHPO).

The following performance metrics highlight key priorities of the project and desired outcomes. Please refer to Exhibit B for existing reports and research.

- Comprehensive data collection of existing historic properties, including their age and condition and current usage.
- Narrative overview of the history of the entire district.
- Environmental study and plan to mitigate weather related storm damage.
- Ideas and designs to make the existing historic structures ADA accessible and adaptive for a variety of uses while retaining their historic integrity.
- An impact study that calculates the loss of the historic district might cause the Town.
- An impact study that shows how historic districts positively impact a municipality’s financial well-being elsewhere in Connecticut.

- These elements are to be presented as a hard copy bound report and as an online document that can be downloaded from the Town's website.

QUALIFICATIONS

The Town seeks a firm(s) with a demonstrated track record of historic preservation experience communities of a similar size and demographics.

Qualifying Respondents must meet minimum professional qualifications under the Secretary of the Interior's Historic Preservation Professional Qualification Standards as expanded and revised in 1997 (62 FR 33708, June 20) for the field of Preservation Planning. Qualifying Respondents must have similar/related background and experience in environmental studies, storm management and architectural design. Respondents should include examples of similar work experience. Preference will be given to Respondents who have extensive experience utilizing the Secretary of the Interior Standards for the Treatment of Historic Properties. Respondents will be expected to use industry standard software to allow for easy data sharing.

Respondents will be evaluated based on the following additional criteria.

Communication Capabilities – Ability to present information and recommendations to the Commission, and, if deemed necessary, the P&ZC and the Board of Selectmen, in a public forum.

Graphics Capabilities – Experience in using GIS and other appropriate computer assisted techniques.

Drafting Capabilities - Ability to clearly and effectively draft reports, including visual depictions.

COMMENCEMENT AND COMPLETION

The project is anticipated to start in June 2025, and conclude no later than December 2025, or other mutually agreed upon time.

At minimum, the following milestone meetings/reviews on this project are required:

- A kick-off meeting will be held with the Commission Chair and a representative of SHPO to review the project, scope of work, and goals within two (2) weeks of contract signing;
- Regular monthly meetings or video conferences will be held with the Chair of the Commission; and
- Regular meetings or video conferences will be held every two (2) months with the Commission.

MINIMUM REQUIREMENTS

The Town will reject Proposals, which do not meet the following requirements.

1. The Proposal must be delivered to the First Selectman's office before the Submission Deadline.
2. Respondent must meet the Secretary of the Interior's professional qualification standards for Historic Preservation Planning.
3. Respondent must identify the name of the firm and any firms who will work as subcontractors as well as the date(s) of formation/incorporation, address(es) of nearest office(s) and names of principal owners.
4. Respondent must identify a project manager or lead consultant who will be the Town's point of contact and be responsible coordinating the firm's work.
5. Respondent must submit resumes / CVs of each person who will work on the project.
6. Respondent must submit information that clearly demonstrates the firm's qualifications to perform the scope of work described above, including descriptions of similar projects.
7. Respondent must submit information that clearly demonstrates the firm's understanding of the project's scope and purpose.
8. Respondent must state in writing whether or not there are any potential conflicts of interest that exist vis a vis entering into a contract with the Town or performing consulting services for the Town and identify any such potential conflicts of interest.
9. Respondent must submit a list of all Connecticut municipalities for which the Respondent has performed historic preservation consulting services within the past five (5) years, including
 - Client's Name
 - Client's Contact Telephone Number and E-Mail Address
 - Project Description
 - Project Date(s)

The Town reserves the right to contact the Respondent's references regarding services performed. By submitting a proposal, the Respondent authorizes the Town to contact its references.

10. Respondent must identify any disputes or litigation arising out of performance of

services for any Connecticut municipality within the past ten (10) years.

11. Respondent must submit a fee schedule, including hourly rates, for the consulting services and estimated staff hours per task. Direct expenses such as postage, copying, electronic presentation, and mailing shall be borne by the Consultant. Fees for the consulting services provided by the Consultant shall be based on the completion of tasks and receipt of a deliverable product.
12. Respondent must submit a “not to exceed” fee quotation and itemize cost based on tasks under the scope of work.
13. Respondent must submit a project schedule, including a timeline for the project, including proposed start and completion dates and intermediate milestones.

GENERAL CONDITIONS

1. **PREPARATION OF PROPOSALS.** A Proposal Form is attached to this RFP. Each Respondent is required to use the Proposal Form to submit its proposal. All blank spaces must be filled out and no changes shall be made to the Proposal Form. The Respondent shall sign its Proposal Form in the blank spaces provided. Supplementary narratives, information, drawings and documentation should be attached to the Proposal Form. If the proposal is made by a partnership, limited liability company or corporation, the name and address of the partnership, limited liability company or corporation shall be indicated together with the names and addresses of the partners, managers or officers. If the proposal is made by a partnership, it must be signed by one of the partners, if made by a limited liability company, by one of the managers or a managing member, if made by a corporation, by one of the officers.
2. **EXEMPTION FROM TAXES.** Purchases made by the Town of Wilton are exempt from payment of federal taxes and Connecticut Sales and Use Taxes. Such taxes must not be included in the proposal price of all items or materials permanently incorporated into the work or furnished to the Town.
3. **SUBMISSION OF PROPOSALS.** Each proposal submitted must be enclosed in a sealed envelope and the Proposal Form should be placed in a separate sealed envelope within the main sealed envelope. The envelope shall bear the name and address of the Respondent. All proposals are to be addressed to Town of Wilton, First Selectman’s Office, Town Hall, 238 Danbury Road, Wilton, CT 06897. The outer sealed envelope should be clearly marked: RFP-2025-09 HISTORIC NEIGHBORHOOD CONSULTANT.
4. **RECEIPT OF PROPOSALS.** Proposals will be received until the Submission Deadline.

5. **WITHDRAWAL OF PROPOSALS.** The Respondent may withdraw any proposal prior to the Submission Deadline, provided the Respondent's request for the withdrawal is delivered to the Town Administrator before the proposals are opened. No Respondent may withdraw its proposal within ninety (90) days after the Submission Deadline.
6. **OBLIGATION OF THE RESPONDENT.** At the time of the opening of the proposals, each Respondent will be presumed to be familiar with the RFP's Minimum Requirements and General Conditions, and to have read and be thoroughly familiar with the RFP's Minimum Requirements and General Conditions, and no allowance will be made for failure to have done so.
7. **ADDENDA AND FINANCIAL RESOURCES.**
- b) The Town reserves the right to issue addenda at any time prior to the Submission Deadline. It is the sole responsibility of a Respondent to verify any addenda that may have been issued relating to this RFP prior to submission of a proposal. Any notice of addendum will be published on the Town's website: ***www.wiltonct.gov/bids***. Submission of a proposal that does not address any changes or addenda may result in disqualification of the proposal.
 - a) All addenda will become part of this RFP. Each Respondent should cover the addenda in its proposal and acknowledge receipt of the addenda on the blanks provided therefore.
 - b) The Town reserves the right to require any or all Respondents to submit statements as to financial resources available for the project. The mere opening and reading aloud of a proposal shall not constitute or imply the Town's acceptance of the suitability of a Respondent or the proposal. The competency and responsibility of Respondents as well as the number of working days required for completion will be considered in making an award.
8. **QUESTIONS AND ADDITIONAL INFORMATION.**
- a) Questions regarding this RFP will be answered provided that they are submitted by **Wednesday, May 22, 2025 at 3:00 p.m.** after which time no questions will be accepted. Questions should be addressed to the Chair of the Commission, Lori Fusco, at lorihdhpc@gmail.com. Answers to questions will be made available in writing by email and posted as an addendum on the Town web site.
 - c) The Town reserves the right to request additional information from any Respondent at any time after proposals are opened.
9. **INSURANCE.** The Consultant shall obtain the insurance coverages described below and maintain such coverages for the duration of the project, from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Town from claims that may arise out of or result from the Consultant's obligations or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by the Consultant or by anyone for whose acts the Consultant

may be liable. The Consultant must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. The Consultant shall not commence work until all insurance required of Consultant has been procured and approved by the Town. For each policy, the Consultant shall provide the Town with certificates of insurance. The Consultant shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. Workers Compensation: The Consultant shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

b. Commercial General Liability Insurance: The Consultant shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as additional insured.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The policy shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the Consultant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance: The Consultant shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance: The Consultant shall provide an umbrella or excess liability policy in excess (without restriction or limitation)

of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$2,000,000 each occurrence and \$2,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

Each of the policies described above shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of the contract and, upon request of the Town, at every date for renewal of the policies, the contractor shall cause a certificate of insurance to be issued by an insurance agent licensed in the State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in policy limits.

10. **CONSULTING SERVICES AGREEMENT.** The successful Respondent will be required to sign a consulting services agreement prepared by the Town Attorney (the “CSA”). The Town will deliver a copy of the CSA to the successful Respondent following notice of award. A sample of the Town’s customary CSA is attached as **Exhibit A** for information purposes. Depending upon the content of the Respondent’s proposal, the Town may modify the customary form of CSA. The Town reserves the right to cancel the award to the successful Respondent if the successful Respondent proposes modifications to the CSA or attempts to modify the terms of the CSA after being notified of the award. All firms submitting proposals should review and become familiar with the requirements and obligations under the CSA. Proposals should not include modifications or amendments to the CSA. Proposals that include material modifications or amendments to the CSA may be disqualified.
11. **EVALUATION OF PROPOSALS.** The Commission Chair will appoint a review committee, which will meet to review the proposals. From that meeting, a short list of candidates will be selected for interviews. The entire Commission will then vote on one of the finalists to be selected. If necessary, the entire Commission will call in the finalist for a short interview to finalize any questions or concerns.
12. **SELECTION CRITERIA.** The selection criteria will be as follows.
 - Qualifications and experience of the team; the key personnel to be assigned to the project and present workload and the level of understanding of the work to be performed.
 - The firm’s qualifications, experience and demonstrated familiarity with historic preservation in a similar community. Quality and volume of past projects similar in size, nature and scope in a similar community; recommendations from past clients.
 - . Demonstrated ability to think innovatively and develop creative solutions.
 - The proposed plan approach and how staff and sub-contractors (if any) will be organized and utilized.
 - Capacity of firm to complete the project.

- The extent of services offered and depth and extent of overall resources that can be applied to the project within the Town's budgetary constraints.
 - An understanding of the unique needs of a smaller community.
 - Budget and hourly rates.
13. **CONFLICT OF INTEREST.** No elected or appointed official or employee of the Town, or member of a local public agency having jurisdiction within the Town, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.
14. **NONDISCRIMINATION.** The consulting services between the Town and the successful Respondent will include a non-discrimination clause providing that no person shall be denied or subjected to discrimination on account of any services or activities resulting from the agreement on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of the agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement and may result in ineligibility for further Town contracts. The successful Respondent shall provide a non-discrimination certification. The Town is an AA/EEO employer, and encourages MBE and WBE firms to apply.
15. **RESERVATION OF RIGHTS.** The Town reserves the right to reject any, or any part of or all proposals for any reason; to waive informalities and technicalities; and to accept the proposal which the Town deems to be in its best interest, whether or not it is the lowest cost proposal. The Town reserves the right to review the proposals and reject all proposals or take no action or elect not to select any proposal. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the proposals and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Respondent that the Town feels is best suited to complete the work. The RFP does not constitute a contract or offer of employment.

{This space intentionally left blank. The Proposal Form starts on the next page.}

PROPOSAL FORM

The undersigned declares that she/he has carefully examined the RFP's Minimum Requirements and General Conditions and proposes to perform the services as follows.

Project Schedule:

Task	Commencement	Completion

Personnel:

Name / Title	Description of Role	Hourly Rate	Estimated Hours Per Task

Project Budget:

Fee (not to exceed) _____

Expense **Reimbursement** **Policy:**

Acknowledgement of Addenda

Respondent hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Description of Supplementary Materials

The following narrative descriptions, examples, resumes and other additional materials are attached to this Proposal in compliance with the Minimum Requirements.

Certification

The undersigned attests that this Proposal complies with the RFP's Minimum Requirements and General Conditions except as noted here and on separate typewritten pages (if necessary) included with and made a part of this Proposal.

EXCEPTIONS (if any):

COMPANY NAME: _____

STREET ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

NAME OF PERSON SIGNING: _____ TITLE: _____

TELEPHONE: _____ EMAIL: _____

EXHIBIT A

CONSULTING SERVICES AGREEMENT (MUNICIPAL PLANNING PROJECT)

This Consulting Services Agreement (the “Agreement”) is dated as of August __, 2024 (the “Effective Date”) by and between _____ a _____ (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 historic preservation consulting services for the Town with respect to the historic Cannondale neighborhood, as described in the Request for Proposals dated January __, 2025, attached as **Exhibit A** (the “RFP”) and the excerpts from Consultant’s proposal dated February __, 2025, attached as **Exhibit B** (the “Proposal”). For purposes of this Agreement, the consulting services described in the Proposal are referred to as the “Services”.

(a) Performance. 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. Consultant will use Consultant’s best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will commence performing the Services when directed by the Town Administrator (the “Director”). Consultant will complete the Services in accordance with the schedule indicated as _____ of the Proposal.

(b) 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.

(c) Sub-Consultants. Consultant is authorized to retain the services of the consulting firms indicated under the heading _____ on Page ____ of the Proposal (the “Approved Sub-Consultants”). Except for the Approved Sub-Consultants, without the express prior written approval of the Director, 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 described in the Proposal. 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 Director, 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: _____ (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, and the total sum for each task. Items appearing on the monthly statements shall refer to the tasks identified _____ of the Proposal. 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. In addition to the Quoted Fee, Consultant will be entitled to reimbursement for up to \$_____ of expenses, as itemized _____ of the Proposal (the “Qualified Expenses”). The Qualified Expenses will be eligible for reimbursement upon presentation of paid invoices or receipts. Except for the Qualified Expenses, Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the 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 _____, 2025. If the Consultant has not completed the Services by _____, 2025, then the engagement of Consultant by the Town will be automatically extended for a period of six (6) months (i. e., through _____, 2026) unless either the Town or the Consultant notifies the other party that it does not wish to extend the engagement beyond the current fiscal year.

(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 thirty (30) days’ prior notice to Consultant of any such 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.

(c) Termination by Consultant. Consultant may, for any reason, terminate this Agreement, provided that Consultant gives at least thirty (30) days' prior notice to the Town of any such 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, as provided in this Agreement, 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 as set forth in this Agreement 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, 13 and 14 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, purchase from and maintain, for the life of the contract the insurance prescribed in Paragraph 9 of the General Conditions of the RFP.

(b) The insurance policies described in Section 6(a), above, 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.

(c) Consultant shall ensure that any and all sub-consultants engaged or employed by Consultant shall carry and maintain insurance in form and coverage amount consistent with the Policies and the consultant's relative scope of work. With respect to the insurance maintained by each of Consultant's sub-consultants, 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. The certificates will show the Town as an additional insured. 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.

(d) The individual policy limits required under this Agreement may be met by reference to Consultant's umbrella or excess policies, which shall be maintained in accordance with the requirements of this Agreement.

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 maps, sketches, reports, drawings, CAD 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 Work Product, including but not limited to all intellectual property rights, including but not limited to patents, trademark, trade secret and copyright. Work Product can be used only for the purposes of the project described in the RFP and any additional use of the Work Product is permitted only with the written permission of the Consultant, which shall not be unreasonably withheld.

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.

(c) Notwithstanding anything in this Agreement or the Component Documents (defined below) to the contrary, and to the extent permitted by applicable law, in no event shall either party to this Agreement be liable for any lost profits or revenue, loss of use or opportunity, loss of good will, cost of substitute facilities, cost of capital or for any special, consequential, indirect or punitive damages.

9. Component Documents; Priority.

For purposes of this Agreement, "Component Documents" means and includes this Agreement, the RFP and the Proposal. The Component Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by Consultant shall be required only to the extent consistent with the Component Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of conflicts or discrepancies among the Component Documents, interpretations will be based on the following priorities: this Agreement (first priority); the RFP (second priority); and the Proposal (third priority).

10. 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.

(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.

11. 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.

12. 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 (as 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.

13. Dispute Resolution.

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the parties. Either party may give the other party written notice of any dispute not resolved in the normal course of business. The notice and response shall include with reasonable particularity: (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the person who will represent that party and of any other person who will accompany him or her. Within thirty (30) days after delivery of the notice, the parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. This limitation is inapplicable, however, to a party if the other party refuses to comply with the requirements of Section 13(a).

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 13(a) and Section 13(b) are pending and for two (2) weeks thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the matter is not resolved by negotiations pursuant to Section 13(a) through Section 13(e), then then either party may commence litigation. Costs and expenses of litigation, including, but not limited to, the attorneys' and expert witness fees, shall be borne by the non-prevailing party.

14. 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:
Town of Wilton
238 Danbury Road
Wilton, CT 06897
Attention: First Selectman

If to Consultant, addressed to:

Attention: _____

15. 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 by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that PDF or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, PDF or electronic) of all the parties is binding on the parties once sent via electronic mail or delivered to the other party.

(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 (defined on Page 1).

TOWN OF WILTON

By: Toni Boucher
Its: First Selectman

CONSULTANT:

By:
Its:

{Signature page to Consulting Services Agreement}