

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the Town of New Fairfield, Connecticut, 4 Brush Hill Road, New Fairfield, Connecticut 06812 (hereinafter the "Town"), and Vendor Name, Address, (hereinafter the "Vendor").

### **WITNESSETH:**

WHEREAS, the Town issued a Request for Proposal for The Demolition of the Creamery dated June 30, 2016 (hereinafter the "RFP");

WHEREAS, the Vendor submitted the successful bid for the provision of such services;

WHEREAS, the Town desire to retain the services of the Vendor for The Demolition of the Creamery and Vendor desires to be so retained by the Town to render such services as hereinafter specified, all in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Vendor, on the one hand, and the Town, on the other, agree as follows:

1. Vendor agrees to provide The Demolition of the Creamery in accordance with the terms of this Agreement, the specifications set forth in Exhibit A hereto and the RFP, which is hereby made a part of this agreement.
2. The Town agrees to pay and the Vendor agrees to accept the fees set forth in Exhibit B hereto as full compensation for the performance of the services specified herein. The payment shall be a lump sum of \$XXXXX.
3. The duration of this Agreement shall be from date of contract execution through August 31, 2016, unless sooner terminated as hereinafter provided or extended by written agreement of the parties.
4. Vendor shall provide insurance as set forth in Exhibit C hereto.
5. To the fullest extent permitted by law, Vendor covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the Town, its officials, agents and employees, from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the Town and/or School District may directly or indirectly suffer, sustain or be subjected to by reason or on account of the services to be performed pursuant to this Agreement or any activities in connection with said Agreement, whether such losses and damages be suffered or sustained by the Town and/or School District directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town and/or School District liable therefore.
6. Vendor shall not in the course of employment do or knowingly permit any act or thing to be done which may subject the Town and/or School District to any liability or responsibility for injury, damages to persons or property or to any

liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control as to fully protect the Town and School District against any such liability.

7. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation upon, any of the duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
8. If (a) the Vendor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the Vendor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or (c) the Vendor shall refuse or fail to perform the services specified herein or any part thereof; or (d) the Vendor shall assign this Agreement or any sums due hereunder without the prior written consent of the Town; or (e) the Vendor shall fail or refuse to regard laws, ordinances, or otherwise be in breach of any of the provisions of this Agreement; then, and in any such event, the Town without prejudice to any other right or remedy it may have, may by seven (7) days' notice to the Vendor terminate the employment of the Vendor. In such case, the Vendor shall not be entitled to receive any further payment. If the unpaid balance of the compensation to be paid the Vendor hereunder shall exceed the expense of completing the services contemplated by this Agreement, such excess shall be paid to the Vendor. If such expense shall exceed such unpaid balance, the Vendor shall be liable to the Town for such excess.
9. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Town immediately upon written notice to the Vendor for the Town's convenience and without cause.
10. This Agreement is intended by the parties hereto as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No representation, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified by a writing signed by both parties hereto or by their duly authorized representatives. It is distinctly agreed that in the case of modification or amendment in or additions to this Agreement, so much of this Agreement as is not necessarily affected thereby shall remain in full force and be binding upon the parties hereto; and that the making of such alterations, modifications, additions or amendments shall in no way annul, release or affect the liability of the parties hereto.
11. The Vendor shall keep fully informed of and comply with all existing and future state and national laws and municipal ordinances and regulations in any manner affecting this Agreement and/or the services contemplated by this Agreement.

12. This Agreement shall be governed by and enforced in accordance with the laws of the State of Connecticut, both as to interpretation and performance
13. The Vendor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Vendor shall hold the Town of New Fairfield harmless for the failure of the Vendor to comply with the provisions of said Act.
14. The Vendor shall, at the Vendor's own expense, take out all necessary permits from the state, municipal, or other public authorities, shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful performance of this Agreement or the services covered by this Agreement.
15. It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the Agreement shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.
16. Except as specifically provided for herein, all obligations of Vendor survive the completion or termination of this Agreement and/or the services contemplated herein.
17. The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor that such disability prevents performance of the Work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Vendor as related to the provisions of this section.
18. The Vendor further agrees and warrants that in the performance of this Agreement it will comply with the following:
  1. Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.
  2. Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.

In addition, the Vendor further certifies that it is an affirmative action employer meeting both in policy and practice the principles of the Affirmative Action Program.

19. This Agreement shall be binding on and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereto and to four other agreements of like tenor and date set their hands and seals as of the day and year first above written.

WITNESS:

TOWN OF NEW FAIRFIELD,  
CONNECTICUT

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, First  
Selectman

WITNESS:

VENDOR NAME

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF CONNECTICUT)

ss. New Fairfield

2016

COUNTY OF FAIRFIELD)

Personally appeared \_\_\_\_\_, First Selectman of the Town of New Fairfield, signer and sealer of the foregoing instrument, he being hereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, as First Selectman, before me.

---

Commissioner of the Superior Court  
Notary Public

STATE OF CONNECTICUT)

ss.

COUNTY OF FAIRFIELD)

Personally appeared \_\_\_\_\_, President of VENDOR NAME., VENDOR ADDRESS, signer and sealer of the foregoing instrument, he/she being thereunto duly authorized, who acknowledged that he/she executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, before me.

---

Commissioner of the Superior Court  
Notary Public