



SAMPLE AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 20____
by and between the **CITY OF SHELTON** (hereinafter referred to as the "**CITY**")
and _____ (hereinafter referred to as the
"**CONTRACTOR**");

WHEREAS, the **CITY** desires to _____

NOW, THEREFORE, **CITY** and the **CONTRACTOR** for the consideration
of One (\$1.00) Dollar and other valuable consideration and under the terms and
conditions hereinafter set forth, hereby agree as follows, to wit:

1. The **CITY** hereby engages the **CONTRACTOR** and the **CONTRACTOR**
hereby agrees to _____

2. Additional work shall be performed by the **CONTRACTOR** only with the
specific authorization of the **CITY** under a written amendment to this
Agreement.
3. The **CONTRACTOR** covenants and agrees that it will perform its services
under this Agreement in accordance with the highest standards and best
practices of its trade.
4. In performing the services required under this Agreement, the
CONTRACTOR shall conform to all applicable provisions of Federal, State
and local laws and regulations including all environmental matters.
5. The **CONTRACTOR** shall indemnify, defend and save harmless the **CITY**
for any damages, claims, actions and losses arising either directly or
indirectly from the work performed by the **CONTRACTOR** or his
subcontractors. The provisions of this paragraph shall survive the
expiration or termination of this Agreement and shall in no way be limited
by reason of any insurance coverage.

6. The **CONTRACTOR** shall provide the **CITY** with evidence of insurance coverage of a type and in the amounts required by the Contract Documents and naming the **CITY** as an additional insured if the **CITY** so requires. All insurance shall be taken out and maintained at no cost or expense to the **CITY** and the **CONTRACTOR** shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of \$_____ shall be presented to the **CITY** prior to commencing the performance of any work under this agreement. The Performance Bond shall be released upon the City's final acceptance of the Project.
7. In providing the services required under this Agreement, the **CONTRACTOR** shall meet with **CITY** officials/representatives as often as reasonably necessary and shall be available upon request.
8. The City of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the City for damages or for additional compensation.
9. Nonappropriation: If the **CITY** fails to appropriate the funds required by this Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the **CONTRACTOR** shall retain all sums previously deposited as liquidated damages, provided the **CITY** shall pay **CONTRACTOR** any amounts due for services rendered as of the date of termination.
10. The **CITY** shall compensate the **CONTRACTOR** _____

11. The **CONTRACTOR** shall not assert any claim arising out of any act or omission by any agent, officer or employee of the **CITY** in the execution or performance of this Agreement.
12. The **CONTRACTOR** shall commence work on this project within ten (10) calendar days after issuance of a Notice to Proceed by the **CITY** or the **CITY's** designated representative. All work shall be completed by the **CONTRACTOR** in accordance with the schedule detailed _____
13. All work performed by the **CONTRACTOR** shall be subject to inspection and acceptance by the **CITY**.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of

payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

15. Pursuant to Connecticut General Statutes Section 49-41a, the **CONTRACTOR**, within thirty (30) days after payment by the **CITY**, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the **CONTRACTOR** and paid by the **CITY**. In addition, the **CONTRACTOR** shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the **CONTRACTOR** which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the **CITY** shall withhold five (5%) percent from any periodic payment or final payment until the work required herein has been completed and accepted by the **CITY**.
17. The **CONTRACTOR** acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The Contractor agrees that the City of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, involving transactions related to the contractor.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the City, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to the residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

CONTRACTOR

By _____

By _____

Mark A. Laretti
Mayor

Contractor

SCHEDULE A
CONTRACT DOCUMENTS

- 1) Bid Requirements Form
- 2) Bid Language Form
- 3) Non-Collusion Affidavit
- 4) Suspension and Debarment
- 5) Return Labels
- 6) Sample Contract
- 7) General Specification