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"): [signature]

WHEREAS, the CITY desires to ____________________________ [signature]

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 ____________________________ [signature]

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

By ______________________

Mark A. Lauretti
Mayor

CONTRACTOR

By ______________________

____________________
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