



TOWN OF BRISTOL Contract for Services

Between Town of Bristol and _____

At its meeting on _____, the Bristol Selectboard accepted the bid of _____ for the scope of work described below.

This Contract is made and entered into this _____ day of _____, 2021, by and between the Town of Bristol, a Vermont municipality located in Addison County, State of Vermont (hereinafter "Town") and _____, with a principal place of business in _____, _____, with a mailing address of _____, (hereinafter "Contractor"). Town and Contractor are referred to collectively as the "Parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the Parties agree as follows:

1. Subject Matter: The Contractor will furnish all material, supplies, tools, equipment, labor and other services in connection with the "Work". Attachment A is a more detailed description of the Work.
2. Consideration: The Contractor agrees to perform all the Work and comply with the terms therein for the sum of \$_____. The Parties agree that Contractor shall be paid in accordance with the payment provisions in Attachment B.
3. Contract Term: The Work shall begin on or around _____, 2021 and be completed no later than on _____, 2021.
4. Amendments: No changes, modifications, or amendments to the terms or conditions of this Contract shall be effective unless reduced to writing and signed by duly authorized representatives of each of the Parties.
5. Cancellation: This Contract may be cancelled by either party by giving written notice to the other of the sender's intent to cancel at least 30 days in advance.
8. Attachments: The Contract consists of the following attachments which are specifically incorporated herein as if set out in full:

Attachment A - "Scope of Work and Specifications"	<input checked="" type="checkbox"/> Applicable
Attachment B - "Contract Provisions"	<input checked="" type="checkbox"/> Applicable
Attachment C - "Other Provisions"	<input type="checkbox"/> Applicable

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9. This Contract shall be binding upon all Parties thereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives or officials, this Contract on this _____ day of _____, 2021.

FOR TOWN:

FOR CONTRACTOR:

Signature of Duly Authorized Representative

Signature of Duly Authorized Representative

Valerie Capels, Town Administrator

Print name and title

Print name and title

Date

Date

Contractor Contact: _____

Address: _____

Phone Number: _____

E-mail: _____

Town Contact: _____

Address: _____

Valerie Capels, Town Administrator

Town of Bristol

Physical Address: 1 South Street

Mailing Address: P.O. Box 249, 1 South Street

Bristol, VT 05443

Phone Number: _____

E-mail: _____

(802) 453-2410

townadmin@bristolvt.org

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**ATTACHMENT A
SCOPE OF WORK AND SPECIFICATIONS**

The following documents are incorporated by reference:

1. Invitation to Bid for 2021 Sidewalk Replacement.
2. 2021 Sidewalk Replacement Bid Form.

DRAFT

**ATTACHMENT B
CONTRACT PROVISIONS**

ARTICLE 1: SERVICES PROVIDED

1. Contractor shall perform all Work required under this Contract in a good workmanlike manner utilizing a full crew of properly trained and equipped workers consistent with industry standards and according to the specifications and performance standards, if any established by Town. Town has the right to inspect and may reject any Work that, in the Town's reasonable determination, was not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

1. Compensation for the above services will be a lump sum payment of \$ _____ unless modified in writing by amendment or change order.

2. Contractor shall submit written invoices, and may submit invoices via either U.S. mail or electronic mail, as follows:

All mailed invoices shall be sent to:

Town of Bristol
P.O. Box 249, 1 South Street
Bristol, VT 05443

3. All electronically-mailed invoices should be sent to the specified Town Contact and copied to the Town Treasurer at treasurer@bristolvt.org. Invoices are highly recommended to be included as an attachment to the e-mail message. Invoices appearing in the body of the e-mail message only may not be accepted or could delay payment if there is any question concerning the identity of the sender.

4. Contractor must include the Contract number or project name on all invoices.

5. Payment shall be made following receipt of the Contractor's invoice and upon determination by Town of Contractor's satisfactory performance.

6. If Contractor is an individual, all invoices must contain the Contractor's signature. If Contractor is not an individual, all invoices must be printed on the Contractor's official letterhead and be signed by an authorized officer.

7. No additional remuneration beyond the maximum amount specified in this Contract will be authorized for work completed outside the scope of this Contract without an amendment or change order in writing and approved by the Parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

1. Contractor acknowledges and agrees that he/she/it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Town and Contractor. No employee-related withholdings or deductions shall be made by the Town from payments due Contractor, and neither Contractor nor its employees shall be or declare themselves to be employees or agents of the Town, and they shall not be entitled to receive any benefits provided by the Town to its employees and shall not be eligible for workers' compensation or unemployment benefits from the Town.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

1. Neither Party may assign its rights or obligations under the Contract without the prior written consent of the other party.
2. Contractor shall be responsible for the performance of all subcontractors. Contractor shall pay the subcontractor(s) for undisputed services provided by them within 30 days of receiving payment from Town.

ARTICLE 6: EQUIPMENT AND MATERIALS

1. Contractor warrants that it has the necessary equipment to provide the services required by this Contract. All materials used or supplied under this Contract shall be of first quality and meet the specifications established by Town, if any. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all materials, supplies and equipment that are necessary for the Work, unless otherwise agreed by the Town.

ARTICLE 7: PERSONNEL

1. Contractor is responsible for compliance with all applicable State and Federal laws concerning its responsibilities to its employees. Contractor is responsible to manage his/her/its own personnel. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate such equipment.
2. Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont

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Occupational Safety and Health Administration (VOSHA). Contractor further agrees to include this provision in all subcontracts.

ARTICLE 8: SAFETY AND TRAFFIC CONTROL

1. The Contractor shall be solely responsible for the safety and security at all construction or Work sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control, and shall comply with the Manual on Uniform Traffic Control Devices, latest edition.
2. Contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. The Town of Bristol must be contacted directly regarding the location of any municipal water lines. Prior to construction, the contractor shall notify Town of adjacent utilities when prosecution of work may affect them.

ARTICLE 9: INDEMNIFICATION

1. Contractor shall indemnify and hold harmless Town and Town's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the Work or in guarding the same. Contractor shall defend Town and its officers and employees against all claims or suits arising in whole or in part from any act or omission of Contractor or of any agent or subcontractor of the Contractor. Town shall notify Contractor in the event of any such claim or suit, and Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.
2. Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private) associated with provision of the subject services. All damage, injury, or loss to any public or private property by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of Town at Contractor's expense.
3. Nothing in this Contract shall constitute a waiver by Town of any statutory limits or immunities from liability.

ARTICLE 10: INSURANCE

1. **Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect.** Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) statutorily specified Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.
2. Contractor's policies shall name the Town of Bristol as an additional insured, and shall produce an endorsement reflecting the Town's status for review by the Town.

ARTICLE 11: NON-APPROPRIATION

1. If this Contract extends into more than one fiscal year of the Town and if appropriations are insufficient to support this Contract, Town may cancel the Contract as of the last day of the fiscal year in which funds for the Work were available. In the event this Contract is funded with a grant and grant funds are provided, in whole or in part, by federal or State funds, and in the event federal or State funds become unavailable or reduced, Town may suspend or cancel this Contract immediately, and the Town shall have no obligation to pay Contractor for any amounts due Contractor and payable from grant funds. (This project is not funded in any way with grant funds.)

ARTICLE 12: TERMINATION

1. Town may terminate this Contract, with or without cause, upon 30 days written notice. In the event of such termination, Contractor shall be paid for all work satisfactorily performed meeting the requirements of the Contract through the date of termination.

ARTICLE 13: DEFAULT

1. The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Town providing Contractor written notice of the default, shall allow Town to terminate this contract:

(a) failure to adequately perform or deliver the required services;

- (b) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;
 - (c) declaration of bankruptcy by Contractor;
 - (d) making a material misrepresentation to Town;
 - (e) persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
 - (f) failure to perform any other material provision of this Contract.
2. Upon default of Contract by Contractor, Town may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Town.
3. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. Town and Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.
4. In addition to the above, in the event of a State or Federal Disaster Declaration, Town reserves the right to suspend certain provisions of this contract to conform with FEMA or Vermont Emergency Management regulations and directives.
5. Upon completion of the work or upon termination of Contract, Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by Town at the expense of the Contractor.

ARTICLE 14: REMEDIES

1. This Contract shall be governed by the laws of the State of Vermont.
2. Default or breach of this contract by Contractor shall entitle Town to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Town may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Contractor.
3. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Town shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Town may deduct

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as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Town may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Town directives.

4. Any remedies available to Town are cumulative and not exclusive. The seeking or exercising by Town of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

ARTICLE 15: CONTRACT DOCUMENTS

1. This Contract constitutes the entire agreement between the Parties on the subject matters covered hereby. All prior agreements, representations, statements, negotiations, and understandings have been subsumed herein and shall have no force or effect.

ARTICLE 16: SEVERABILITY

1. The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.