

**ADDISON COUNTY REGIONAL PLANNING COMMISSION
AGREEMENT WITH
THE TOWN OF BRISTOL
FOR CONSULTING SERVICES**

Project: Aid the Town of Bristol with mapping for a project addressing Emerald Ash Borer.

This agreement is made this 10th day of June, 2021, by the Addison County Regional Planning Commission, hereinafter referred to as “**ACRPC**” and the Town of Bristol, hereinafter referred to as “**Bristol**.”

Whereas, **ACRPC** proposes to serve as a consultant to aid **Bristol** in mapping ash trees in the community;

Whereas, **Bristol** desires to hire **ACRPC** as its consultant;

Whereas, the **ACRPC** is ready, willing, and able to perform the required services;

Now therefore, in consideration of these premises and the mutual covenants herein set forth, the parties agree as follows:

1. SCOPE OF WORK

ACRPC agrees to help **Bristol** map ash tree locations within **Bristol** pursuant to the specifications required by **Bristol** and in the master contract. The scope includes:

- Create one town-wide map illustrating distribution of inventoried ash trees (symbolized by DBH and condition) along road and on public properties (36"x48" printed and as PDF and JPG).
- Create one large-scale map focused on the village area with ash trees symbolized by DBH and condition (36"x48" printed and as PDF and JPG).

2. TIME SCHEDULE

ACRPC and **Bristol** agree to complete the work to be performed under this agreement by June 30, 2021.

3. BEGINNING OF WORK AND TERMINATION

This agreement shall be effective as of May 1, 2021. The parties agree to work together on the mapping through the time schedule noted in Section 2 of this agreement.

4. THE AGREEMENT FEE

Rate Schedule: **Bristol** agrees to pay **ACRPC** a flat fee of **FIVE HUNDRED DOLLARS** (\$500) to complete the map within the timeframe noted above.

5. PAYMENT PROCEDURES

ACRPC shall submit an invoice for the work prior to June 25, 2021 to **Bristol**; Attn: Valerie Capels C/o Vermont Coverts P.O. Box 249 Bristol, VT 05443. **Bristol** will pay the invoice within 30 days of its receipt.

6. COVENANTS

A. Indemnification: **Bristol** agrees that it shall indemnify and hold **ACRPC**, its officers, agents and employees, harmless from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties.

B. Insurance: Prior to beginning any work **ACRPC**, and all subcontractors, shall obtain the following insurance coverage and keep that coverage in place for the period of the agreement. **ACRPC** shall demonstrate compliance with minimum limits and coverage by providing **Bristol** with appropriate certificates of insurance. With respect to all operations performed by the **ACRPC**, it is the **ACRPC's** responsibility to ensure that general liability insurance coverage exists throughout the term of this agreement. The insurance coverage shall be on an occurrence form with limits not less than:

i. General Aggregate	\$1,000,000
ii. Products-Completed/Operations Aggregate	\$1,000,000
iii. Each Occurrence	\$ 100,000
iv. Fire Legal Liability	\$ 50,000
v. Automobile Liability- Combined Single Limit	\$1,000,000

C. Worker's Compensation: With respect to all operations performed, **ACRPC** shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

D. Civil Rights and Equal Employment Opportunity: During performance of the agreement, **ACRPC** will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or physical disability. **ACRPC** shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). **ACRPC** shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR □ 21 through Appendix C, and Regulations under 23 CFR □ 710.405 (b). **ACRPC** shall comply with all the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

E. Audit Record Retention: **ACRPC** agrees to retain, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by **Bristol**, unless otherwise notified by **Bristol**. **ACRPC** further agrees that **Bristol**, the Vermont Agency of Development and Community Affairs or other authorized representatives of the state government shall have access to all the above information for the purpose of review and audit during the agreement period and anytime within the retention period. Copies of all the above referenced information shall be provided to **Bristol** if requested.

F. Required Provisions for Sub-Contracts: The parties acknowledge that this is a subcontract stemming from a contract entitled, "Community Caring for Canopy Grant that **Bristol** executed with the Department of Forest Parks and Recreation on 12/01/2020. That Contract requires the parties to include the following provisions of its Attachment C in all subcontracts for work performed in the State of Vermont:

- i. Section 10 ("False Claims Act");
- ii. Section 11 ("Whistleblower Protections");
- iii. Section 12 ("Location of State Data");
- iv. Section 14 ("Fair Employment Practices and Americans with Disabilities Act");
- v. Section 16 ("Taxes Due the State");
- vi. Section 18 ("Child Support");

- vii. Section 20 (“No Gifts or Gratuities”);
- viii. Section 22 (“Certification Regarding Debarment”);
- ix. Section 30 (“State Facilities”); and
- x. Section 32. A (“Certification Regarding Use of State Funds”).

This contract specifically incorporates the provisions of all the paragraphs of the master contract noted above by reference and **ACRPC** agrees to abide by all of their terms and conditions.

7. GENERAL PROVISIONS

A. Personnel and Subcontractors: **ACRPC** shall employ only qualified personnel, to carry out and supervise the work. **ACRPC** shall also be responsible for hiring any subcontractors supervising their work and ensuring their compliance with the terms of this agreement. **Bristol** shall have the right to approve or disapprove key personnel and Subcontractors, and their personnel, assigned to administer activities related to the agreement.

B. Non-Assignability: **ACRPC** shall not assign, sublet or transfer any interest in the work described by this agreement without prior written consent of **Bristol**. The approval or consent to assign or sublet any portion of the work shall in no way relieve **ACRPC** of responsibility for the performance of that portion of the work so transferred.

C. Available Data: **Bristol** agrees to make available, at no charge, for the **ACRPC**'s use all data related to the agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

D. Ownership of Work: All data and documents produced under the terms of the agreement shall become the property of **Bristol**. **ACRPC** agrees to allow access to all data and documents at all times and shall transfer the final data produced via zip disk or CD in a format suitable to **Bristol**'s needs. All GIS data produced shall meet VGIS standards. **ACRPC** may use those portions of the map that conform to the needs of other municipalities in the region to provide similar services to them.

E. Amendment: No changes or amendments of the agreement shall be effective unless documented in writing and signed by authorized representatives of the **Bristol** and **ACRPC**.

F. Time Schedule: It is mutually understood and agreed that all work for this project should be completed in a manner that allows **Bristol** to expend funds within the current fiscal year.

G. Termination: The agreement may be terminated in accordance with the following provisions:

i. **Breach of Contract:** **Bristol** reserves the right to terminate the agreement for breach of contract. Termination for breach of contract will be without further compensation to the **ACRPC**. Additionally, **Bristol** may pursue other remedies available to it to recover damages.

ii. **Termination for Cause:** **Bristol** reserves the right, upon written notice to **ACRPC**, to terminate the agreement, as of a date to be specified by **Bristol**, if **ACRPC** fails to complete the designated work to the satisfaction of **Bristol**, within the time schedule agreed upon. **ACRPC** shall be compensated on the basis of the work performed and accepted by **Bristol** at the date of final acceptance of the agreement.

iii. **Non-payment:** **ACRPC** may terminate the work if **Bristol** fails to pay the invoices within the terms of this contract.

H. Governance: This agreement shall be governed according to the laws of the State of Vermont.

I. Severability: The invalidity of any paragraph of this agreement shall be treated separately from all other paragraphs and shall not affect the validity of any or all other paragraphs.

In witness whereof, the Town of Bristol and the Addison County Regional Planning Commission have executed this agreement as of the date first written above.

TOWN OF BRISTOL

BY: Valerie Capels Valerie Capels, Town Administrator
Its duly authorized agent

ADDISON COUNTY REGIONAL PLANNING COMMISSION

BY: _____ Adam Lougee, Executive Director