**EXAMPLE CONTRACT AGREEMENT WITH CONSULTANT**

Municipality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreement for Consultant Engineering Services with

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between

the municipality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the MUNICIPALITY and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Vermont corporation, with its principal place of business at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the CONSULTANT.

The MUNICIPALITY wishes to employ the CONSULTANT for the purpose of providing services to conduct engineering investigations, develop construction plans, specifications, and estimates, and provide design engineering services during the construction phase for the (project description).

WHEREAS state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the construction project under consideration as set forth in the Request for Proposal / Qualifications and Scope of Services dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the CONSULTANT’s Technical and Cost Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the “Specifications for Contractor Services” dated 20\_\_ (See Local Projects Guidebook); all of which are incorporated herein and made a part of this Agreement.

Should it become necessary for the CONSULTANT to procure sub-consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Vermont Agency of Transportation’s Disadvantaged Business Enterprises Policy.

1. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. THE AGREEMENT FEE
   1. General. The MUNICIPALITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the (actual cost, firm fixed price, labor hour, etc.) to the CONSULTANT in accordance with the proposed (rates, etc.) as stated in the proposal attached.
   2. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of $ \_\_\_\_\_\_\_\_\_\_\_.
2. PAYMENT PROCEDURES

Invoices shall be submitted to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Municipal Project Manager at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CONSULTANT NAME ADDRESS

By:

Title:

MUNICIPALITY NAME

By: Title: Date:

Enclosures:

Request for Proposal / Qualifications and Scope of Services

Technical and Cost Proposal

Certificate of Insurance

Specifications for Contractor Services (Local Projects Guidebook Appendix E)

At-the-Ready (ATR) Consultant Selection Form (*if procured through the ATR process*)

Conflict of Interest Form

Debarment and Non-Collusion Form

Certification for Federal-Aid Contracts (DOT Form 272-040 EF)

Certification Regarding Lobbying

Contractor’s EEO Certification Form (CA-109)

Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)