

REQUEST FOR PROPOSALS
CONSULTING SERVICES FOR UPDATING
THE TOWN OF PITTSFIELD'S 2013 COMPREHENSIVE PLAN

TOWN OF PITTSFIELD
112 SOMERSET AVE.
PITTSFIELD, MAINE 04967
207-487-3136

Dated September 06, 2022

**To: Prospective Bidders for Consulting Services to update the Town of
Pittsfield's 2013 Comprehensive Plan**

The Town of Pittsfield wishes to update its 2013 Comprehensive Plan. The goal of the document is to help Pittsfield identify and maximize potential economic growth areas while maintaining the unique character of the region. The Town hopes to involve municipal and volunteer resources in this process as much as possible.

The consultant shall provide services to update the Comprehensive Plan of the Town of Pittsfield dated 2013. This project shall result in a new single Comprehensive Plan in bound book form with backup computer files on a thumb drive suitable for printing the books. The general format of new plan shall follow the format of the 2013 Comprehensive Plan unless State guidelines require otherwise.

At a minimum, the updated document is required to meet the statutory requirements of MRSA Title 30-A and the State of Maine Chapter 208 Comprehensive Plan Review Criteria Rule. The finished document should be concise, easily understood and professional in composition. While the Town wants the revised documents to incorporate fresh insights and current issues, we recognize that parts of the 2013 Plan still contain relevant information. In order to minimize repetition of work the new document should make use of these parts of the 2013 Plan. The 2013 Comprehensive Plan is available in Word files for the Consultant's use. The Town has digitized data of all property lots, zoning districts, wetlands, and water bodies although no GIS software is presently installed on town computers. The contractor shall review the Town's GIS mapping data and supply additional information if needed. The town's information on Beginning With Habitat manual and maps will be available for the consultant's use. The town is very happy with the current Comprehensive Plan format and desires to retain the same format while updating the plan to meet the state criteria to receive state approval for consistency.

The consultant's role in this project will include (1) working with the Planning Board and other municipal groups to identify and assess key issues and recommend action on these issues; (2) to conduct interviews or surveys with appropriate community members; (3) to attend public hearings and meetings as necessary; and (4) to develop and/or provide

information leading to drafts of subsections of the Plan. The consultant will be responsible for all costs (including survey costs and any required mapping) of this project unless otherwise stated in the Request for Proposals.

Requests for Proposal

The Town seeks proposals for professional consultant services to facilitate the update and approval of Pittsfield's Comprehensive Plan. Minimum qualifications of consultants include:

I. Positive references (minimum of 3) and successful completion of comprehensive planning work preferably with Maine communities of similar size and character to Pittsfield. Current daytime telephone numbers and e-mail addresses shall be provided for each of the references. One relevant work sample shall be submitted which shall be returned upon selection of a Consultant, if requested.

II. Ability to interact and work well with local municipal and volunteer groups in all stages of the project.

III. Commitment to complete the project, through the acceptance of the State of Maine, the Pittsfield Planning Board and Town Council approval within the scheduled date for completion as presented in this Request for Proposals.

Proposal Requirements

Proposals responsive to this request should include:

I. Bidder's philosophy of Comprehensive Planning.

II. Proposed method for plan development.

III. Anticipated ways of involving volunteers outside the Planning Board.

IV. Proposed method of public opinion survey. Please be specific as to responsibilities.

V. Availability of project staff between committee meetings and a statement of the anticipated amount of time (in hours) Consultant proposes to give to this project.

VI. Tasks that the Consultant will expect the Planning Board to perform.

VII. Resumes of project staff.

VIII. Outline of items to be addressed in the Plan and proposed sources of factual data. Please provide approximate outline of contents of proposed Comprehensive Plan. Comprehensive Plan booklet must also include an update of the executive summary.

Proposal Requirements continued:

IX. Project management format (i.e. methods to be used to develop the project plan and to measure progress against established goals).

X. Terms & Conditions: Lump sum price: Bidder is expected to quote lump sum "not-to-exceed" price.

XI. The Town of Pittsfield would request that all work be completed and submitted to the State of Maine by October 13, 2023. All proposals must include a proposed schedule for completion of this project. Please include your proposed schedule in your RFP response.

XII. A guaranteed delivery date for completion and submission of the final product (i.e. specific calendar date or number of days from the date of contract signing) shall be specified, as shall the number of days for which the quoted price applies. The quoted price is to be guaranteed for sixty (60) days from the date quotations are opened.

Anticipated Consultant's Role

Consultant will be expected to:

I. Attend necessary Planning Board meetings and public hearings and Council Public Hearing(s).

II. Identify all priority issues (needs assessment).

III. Conduct interviews with key municipal officials, civic leaders, representatives from the School, hospital and others as may be deemed necessary.

V. Work in conjunction with the Planning Board in preparing a resident's survey. The town shall cover the cost of printing and distribution of the survey.

V. The anticipated role of the Consultant will be to coordinate with the Planning Board and town staff on tasks related to the Comprehensive Plan, to develop and/or provide information leading to the drafts of the plan update; and to provide a finished product in conformance with the latest state statutes, including but not limited to its Growth Management Program, as contained in: MRSA Title 30-A, Section 4326 and State of Maine Chapter 208, Comprehensive Plan Review Criteria Rule.

VI. Consultant will also review the Town of Pittsfield Land Use Ordinances to determine if the ordinances are consistent with the new Comprehensive Plan. If the Town's Land Use Ordinances are not consistent with the new Comprehensive Plan, the consultant will make recommendations for changes to the ordinances to make them consistent. In addition, the consultant will be responsible, as part of this contract, to list recommended changes to the Town's Land Use Ordinances based on the final results of this comprehensive plan.

VIII. The updated Comprehensive Plan product to be delivered to the Town by the deadline date established shall be twenty (20) final printed copies, each in a bound format, which are

also to be provided on a thumb drive compatible with the most current version of Microsoft Word or any software the town may have upgraded to at that time. We anticipate the final document to be concise, easily understood and professional in composition.

Evaluation of Proposals

The winning proposal will be determined at the sole discretion of the Town of Pittsfield. The Town reserves the right to reject any or all proposals, to waive any irregularities and to negotiate with the bidder deemed to have offered the Town the proposal that is considered to be in the best interest of the Town of Pittsfield.

Proposals with quotations will be received through hand delivery or mailed to the Town Office, 112 Somerset Ave Pittsfield, Maine 04967, so as to arrive prior to 11:00 am on Tuesday, September 27, 2022. Deliveries by Express Mail, Federal Express, Airborne Express, or UPS are acceptable, but facsimile (FAX) transmissions or e-mail transmissions will be disallowed. All proposals and quotations shall be submitted in sealed envelopes, which are to be plainly marked "Proposal - Comprehensive Plan Consulting Services".

Town of Pittsfield's Request for proposal bid document "Attachment # 1" must be used.

The Town of Pittsfield will choose the successful bidder. The most critical selection criterion is the bidder's perceived capacity to guide the Comprehensive Plan update process to an excellent finished product. The work must be done on time and within budget and approved by the State of Maine. All work shall be performed in accordance with all State and Federal laws, standards and requirements.

The successful firm will be required to sign the town's general contract used for all services (Attachment #2).

Proposals with Quotations will be publicly opened and read at 11:00 am on Tuesday, September 27, 2022 at the Pittsfield Town Office. All bidders or their representatives are invited to be present at the opening.

INSURANCE

Proposals must include a certificate of insurance providing proof of following insurances

Except as otherwise provided by this Contract, the CONSULTANT and its subcontractors and consultants shall obtain and maintain throughout the term of this Contract at no expense to the OWNER the following insurance coverages:

a. Public Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect the CONSULTANT, any subcontractor performing work covered by this Contract, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONSULTANT or by a subcontractor or by

anyone directly or indirectly employed by them.

b. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONSULTANT, any subcontractor performing work covered by this Contract, and the OWNER from claims and damages that may arise from operations under this Contract, whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed by them.

c. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation Act, the CONSULTANT shall provide for the protection of its employees not otherwise protected.

d. (For architects or engineers professional services contracts) Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) for this project alone to protect the CONSULTANT, any subcontractor performing work covered by this Contract and the OWNER from claims and damages that may arise from the errors, omissions or negligence of the CONSULTANT or its subcontractors, if any, in the performance of work under this Contract. The deductible for such insurance shall not exceed Five Thousand Dollars (\$5,000) without the OWNER's prior written consent. The provisions of this Article shall not be construed as providing a shorter limitation for claims against design professionals than that established by 14 M.R.S.A. §752-A as it may be amended from time to time.

f. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance and the architects or engineers professional services contracts, the CONSULTANT and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONSULTANT, prior to commencement of work under this Contract, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONSULTANT and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONSULTANT shall not commence work under this Contract until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONSULTANT allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date, which is the earlier of the date of this Agreement between the parties or the CONSULTANT'S commencement of services there under.

Contract Terms and Conditions

I. The successful bidder will be expected to conform to the following contractual terms and conditions:

- 1. The Town will make payment on a monthly basis up to 85% of the contract value with the remaining 15% payable only after the revised Comprehensive Plan, is determined to be acceptable to the State of Maine and the Town of Pittsfield.**
- 2. Contract will end with State of Maine finding of consistency and acceptance of the Town through its Town Council unless previously terminated by the Town. Town may terminate the contract at their convenience, with a 15-day notice to the Comprehensive Plan consultant and payment of any amount owed up to the termination date under the agreed payment schedule, or proportional interval thereof.**
- 3. Contract price will be the consultant's quoted not to exceed price unless otherwise agreed and negotiated upon by the Town of Pittsfield.**

Proposal Deadline

Deadline for receipt of proposals is 11:00 am, Tuesday, September 27, 2022. Award for the contract is anticipated within sixty (60) days if not sooner. It is expected that the Consultant be ready to proceed with the project in early January 2023.

Responses and Inquiries

Please direct any responses or inquiries to:

**Town of Pittsfield
Attention: Kathryn Ruth, Town Manager
112 Somerset Ave.
Pittsfield, Maine 04967**

207- 487-3136; Fax 207-487-3138

e-mail: townmanager@pittsfield.org

**Request for Proposals
TOWN OF PITTSFIELD
CONSULTING SERVICES FOR UPDATING
THE TOWN OF PITTSFIELD COMPREHENSIVE PLAN**

QUOTATION

TOTAL BID PRICE: \$ _____

NAME AND ADDRESS OF FIRM:

NAME OF AUTHORIZED PERSON: _____

SIGNATURE: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Should you have any questions regarding this quotation, please contact Kathryn Ruth at 487-3136.

Project Title: Consulting Services for Updating the Town of Pittsfield Comprehensive Plan
Location: 112 Somerset Ave. Pittsfield, Maine 04967
Project Scope: As detailed in the Request for Proposals for Consulting Services for Updating the Comprehensive Plan of the Town of Pittsfield
Funds: Town of Pittsfield.

TOWN OF PITTSFIELD
STANDARD
SERVICES CONTRACT

THIS CONTRACT is made this ____ day of _____, 2022 by and between the Town of Pittsfield, a municipal corporation existing under the laws of the State of Maine and located in the County of Somerset, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONSULTANT"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER and the CONSULTANT agree as follows:

SCOPE OF THE WORK

1. The CONSULTANT shall furnish all of the labor, materials and equipment needed to perform all of the work and described in the Request For Proposals issued under the date of September 06, 2022 for Consulting Services for Updating the Town of Pittsfield's 2013 Comprehensive Plan adopted August 06, 2013 and in accordance with the Consultant's Proposal dated _____, 2022 attached hereto and made a part hereof.

The CONSULTANT covenants that it shall do everything required by this Contract, the Request for Proposal, for payment as provided herein.

2. A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his analysis, reports, and other services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of resource recovery technologies and/or the products and services developed and provided hereunder, willful or negligent

nonassignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of the work. Neither OWNER's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract, and the CONSULTANT shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONSULTANT'S willfully negligent performance of any of the services furnished under this Contract.

COMPLETION DATE

3. The work to be performed under this Contract shall be commenced by _____, 2022 and substantially completed on or before October 13, 2023. Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$100 per day for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Contract.

CONTRACT PRICE

4. The OWNER shall pay the CONSULTANT for the performance of the Contract the sum of \$ _____ (_____ dollars).

GUARANTEE

5. To the extent construction or materials or services are provided, the CONSULTANT and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the OWNER's written acceptance of this project, and agrees to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one year period.

PERMITS AND LICENSES

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONSULTANT

OWNER'S RIGHT TO TERMINATE CONTRACT

7. The Owner shall have the right to terminate his agreement with the CONSULTANT after giving ten (15) days written notice termination to the CONSULTANT in the event of any default of the CONSULTANT.

A. Default by the CONSULTANT: It shall be considered a default by the CONSULTANT whenever he shall:

1. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

2. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

3. Fail to provide a qualified employees or subcontractors, or proper materials, or fail to make prompt payment thereof.

B. Completion by the Owner: In the event of termination of the Agreement by the Owner because of default by the CONSULTANT, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

INSURANCE

8. Except as otherwise provided by this Contract, the CONSULTANT and its subcontractors and consultants shall obtain and maintain throughout the term of this Contract at no expense to the OWNER the following insurance coverages:

a. **Public Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONSULTANT, any subcontractor performing work covered by this Contract, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONSULTANT, any subcontractor performing work covered by this Contract, and the OWNER from claims and damages that may arise from operations under this Contract, whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation Act, the CONSULTANT shall provide for the protection of its employees not otherwise protected.

d. (For architects or engineers professional services contracts) **Professional Liability Insurance** in the amount of One Million Dollars (\$1,000,000) for this project alone to protect the CONSULTANT, any subcontractor performing work covered by this Contract and the OWNER from claims and damages that may arise from the errors, omissions or negligence of the CONSULTANT or its subcontractors, if any, in the performance of work under this Contract. The

deductible for such insurance shall not exceed Five Thousand Dollars (\$5,000) without the OWNER's prior written consent. The provisions of this Article shall not be construed as providing a shorter limitation for claims against design professionals than that established by 14 M.R.S.A. §752-A as it may be amended from time to time.

f. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance and architects or engineers professional services insurance, the CONSULTANT and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONSULTANT, prior to commencement of work under this Contract, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONSULTANT and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONSULTANT shall not commence work under this Contract until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONSULTANT allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date, which is the earlier of the date of this Agreement between the parties or the CONSULTANT'S commencement of services thereunder.

INDEMNIFICATION

9. The CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of work under this Contract by CONSULTANT, its subcontractors, agents or employees.

ASSIGNMENT

10. Neither party to the Contract shall assign this Contract or sublet it as a whole without the written consent of the other, nor shall the CONSULTANT assign any prior moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

SUBCONTRACTS

11. The CONSUTANT shall not sublet any part of this Contract without the prior written permission of the OWNER. The CONSULTANT agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES

12. The CONSULTANT shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONSULTANT, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials. The CONSULTANT shall cover and protect for stain or damage all carpeting, floors and seating.

CLEANING UP

13. The CONSULTANT shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish and protective coverings from and about the project, and all its tools, scaffolding and surplus materials and shall leave and leave the project clean and ready to use or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONSULTANT.

PAYMENT

14. Payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the OWNER to the CONSULTANT when the work has been completed, the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by Project Manager.

OWNERSHIP OF DOCUMENTS

15. All drawings, notes, documents, plans, and specifications or other material to be developed under this Contract shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of work under this Contract or sooner upon OWNER's request or upon termination of this Contract. The CONSUTLANT shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the CONSULTANT by the OWNER. The OWNER agrees that it will not use the construction plans and specifications developed under this Contract for any project other than the project specified herein without the written consent of the CONSULTANT, which consent shall not be unreasonably withheld.

DISCLAIMER

16. CONSULTANT has inspected the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Contract.

FORCE MAJEURE

17. Provided such party gives written notice to the other of such event, a party shall not be liable

for its failure to perform its respective obligations under this Contract, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited, to strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

NON-WAIVER

18. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Contract shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

NOTICES

19. Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO OWNER

Town Manager
Town of Pittsfield
112 Somerset Avenue
Pittsfield, ME 04967

TO CONSULTANT

REMEDIES

20. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER and the CONSULTANT arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction. This Contract is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

COMPLIANCE WITH APPLICABLE LAWS

21. The CONSULTANT agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of work under this Contract.

SPECIAL PROVISIONS

22. A. No Federal predetermined wage scale shall be in effect on this project; however, the Consultant will be required to meet the minimum wage for the State of Maine.

B. The CONSULTANT shall comply with all applicable Federal, State, and Local laws governing safety, health and sanitation, and shall take other needed actions reasonably necessary to protect the life and health of employees, the safety of the public and to protect property in connection with the performance of work on the project.

RELEASE OF INFORMATION

23. During the performance of the work, any material, prepared or assembled by the CONSULTANT under this Contract shall not be made available to any individual or organization by the CONSULTANT other than as called for herein without prior written authorization from the OWNER.

EXTENT OF CONTRACT

24. This Contract, the Request For Proposal issued under date of September 06, 2022 and the CONSULTANT'S Proposal dated _____, 2022 attached hereto and hereby incorporated into this Contract represents the entire and integrated Contract between OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both OWNER and the CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

Witness By: _____
Kathryn Ruth, Its Town Manager (OWNER)

Witness By: _____
(CONSULTANT)