

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August 28, 2014 between the Town of Pittsford, New York (hereinafter referred to as OWNER) and Bergmann Associates (hereinafter referred to as CONSULTANT). OWNER intends to engage the CONSULTANT in professional services pertaining to the preparation of the Town of Pittsford Comprehensive Plan Update (hereinafter referred to as Project) in order to achieve the goals and objectives of the OWNER in a cost-effective and timely manner. The contract amount for these services is \$77,000.00 and shall be executed as a lump sum agreement.

OWNER and CONSULTANT, in consideration of their mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - BASIC SERVICES OF CONSULTANT

- 1.1 CONSULTANT shall provide basic professional services for OWNER as specified in "Exhibit A, Scope of Services" of this Agreement.
- 1.2 CONSULTANT represents that it has the professional knowledge and capacity to perform the Scope of Services in a timely and competent manner.

ARTICLE 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER. Any change orders associated with the Scope of Work must be in writing. No additional services will be provided or billed without the written authority of the OWNER.
- 2.2 This Agreement may be extended at the request of the OWNER for additional professional planning services with an amended scope of work and fee approved by the OWNER and CONSULTANT in writing.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.
- 3.2 Provide all criteria and full information as to OWNER's requirements for the Project.
- 3.3 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

- 3.4 Give prompt notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.5 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Article 2 of this Agreement or other services as required.

ARTICLE 4 - PERIODS OF SERVICE

- 4.1 CONSULTANT shall complete all of the Basic Services within a period not to exceed 14 months from the date of this Agreement.
- 4.2 If significant changes in the scope or detail of the Project occur, or if the Project is delayed for reasons beyond CONSULTANT's control, an equitable extension of the period of service shall be made.
- 4.3 If CONSULTANT's services for planning and design are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall have the right to terminate the Agreement in accordance with paragraph 6.1.

ARTICLE 5 - PAYMENT PROVISIONS TO CONSULTANT

- 5.1 CONSULTANT shall submit claims for payment each month. Each claim for payment must be accompanied by a statement of the services rendered, which will be provided as a percent complete for each task. OWNER shall pay CONSULTANT within 30 days of receipt of CONSULTANT's statement and, if applicable, the OWNER'S acceptance of deliverables as suitable. In the event of any billing dispute, the parties agree to resolve same pursuant to Article 6.5 below. Any such dispute shall not relieve OWNER from the obligation to pay any undisputed items and for CONSULTANT to continue to perform services.
- 5.2 If OWNER fails to make full payment due CONSULTANT for services and expenses within forty-five days of CONSULTANT's statement therefore, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and interest charges.
- 5.3 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT shall be paid for services rendered during that phase to date of termination. In the event of any such termination, CONSULTANT also will be reimbursed for all unpaid Additional Services and unpaid Reimbursable Expenses.

ARTICLE 6 - GENERAL CONSIDERATION

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed.

6.3 Insurance/Liability

6.3.1 CONSULTANT shall procure and maintain the following insurance coverage for the duration of this Agreement:

Worker's Compensation	Statutory Coverage
Comprehensive General Liability; Bodily Injury and Property Damage	\$1 mil per occurrence per aggregate year
Comprehensive Automobile Liability; Bodily Injury and Property Damage	\$1 mil per occurrence per aggregate year
Professional Liability Insurance	\$1 mil per occurrence per aggregate year

6.3.2 Severability and Reformation. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.4 Controlling Law

This Agreement is to be governed by the law of the State of New York and venue for any action or proceeding hereunder will be Monroe County, New York.

6.5 Dispute Resolution

In the event of a dispute between the parties arising out of the terms of this Agreement or any services provided pursuant to its terms, the parties agree to participate in a mediated settlement conference before a mutually acceptable mediator whose fees will be shared equally by the parties. In the event that the parties are unable to agree upon a mediator they will ask the American Arbitration Association to appoint one. Participation in a mediated settlement conference shall be required before either party may pursue its claim in any other form of dispute resolution.

ARTICLE 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement:

7.1.1 Exhibit A, Scope of Services, consisting of 11 pages.

7.2 This Agreement together with the Exhibits and schedules identified above constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, or canceled by a duly executed written instrument.

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

OWNER:

TOWN OF PITTSFORD
by William A. Smith, Sr.
William A. Smith, Sr., Supervisor

Address for giving notices:

Town of Pittsford Town Hall
11 South Main Street
Pittsford, NY 14534

CONSULTANT:

[Signature]
Andrew J. Raus

Address for giving notices:

28 East Main Street
200 First Federal Plaza
Rochester, NY 12461