

Contract Agreement

BETWEEN OWNER AND CONSULTANT

Agreement # *Order Number*
Made as of 6/26/2019
Vendor # SAMVE001

Description: Community Engagement Services

The Owner:	Address	City	State	Zip Code
Racine County	730 Wisconsin Ave.	Racine	WI	53404

And the Consultant:	Address	City	State	Zip Code
Sample Vendor	Sample	Sample	WI	Sample

The Project Name:	Address	City	State	Zip Code
Racine County Youth Development and Care Center	3 Mile Road	Village of Caledonia	WI	53404

The Construction Manager:	Address	City	State	Zip Code
Gilbane Building Company	101 West Pleasant St Suite 104	Milwaukee	WI	53212

This Consultant Agreement made as of xx/xx/2022 between Racine County, hereinafter called the Owner, and *Sample Vendor* hereinafter called the "Consultant".

1. **TERM.** The Owner shall engage the Consultant for the term specified in Paragraph 3 from the date hereof as a Consultant to perform certain services as hereinafter set forth in connection with the construction of Racine County Youth Development and Care Center (YDCC), hereinafter called the "Project", subject to termination as provided in Paragraph 11 below.

2. **SERVICES.** The Consultant shall provide the following Community Engagement Services:

Provide management of Racine County community engagement related to employment opportunities associated with construction of the Racine County YDCC as detailed in the Community Engagement RFP, Paragraph 4 Scope of Services. Including:

- Development and Implementation of a Community Engagement Plan to ensure maximum participation by the Racine County community in the Project
- Organize and facilitate all associated engagement public meetings and forums
- Directly engage with community members, stakeholders, organizations, and committees
- Document and report all engagement activities and communications
- Track and report engagement data metrics established with Racine County

Any other work beyond the scope of services must be authorized in writing by Racine County before additional cost may be incurred. The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project and are approved by Owner prior to commencement of Work based on the hourly rates as submitted in Attachment "C" (*Sample Vendor*) Proposal dated xx, xx, xxxx

3. **SCHEDULE.** The Consultant's Services shall be performed in manner, sequence, and timing so that they will be coordinated with those of the Owner, Construction Manager, and other consultants for the Project.

Schedule:

Phase	Timing
Design (Bid Release #1)	March 2023
Design (Bid Release #2)	May 2023
Construction Start	May 2023
Construction Complete	September 2024

4. **COMPENSATION.**

The Owner shall compensate the Consultant for services described in Paragraph 2 as follows:

XXXX Dollars and XX cents.

Contract Amount: \$0.00

Billing Rates - Refer to hourly billing rates as submitted in Attachment "C" (*Sample Vendor*) Proposal dated xx,xx,xxxx.

Consultant shall submit an invoice for payment of its services on a monthly basis. Terms are Net 30. Payment will be made following receipt and acceptance of the goods and receipt, in proper form and substance, of an invoice. Payment will not be made if any outstanding issue on the part of the Consultant regarding the purchase is unresolved. This Contract shall not be filled at prices higher than stated, except as expressly agreed by Owner. Consultant agrees to indemnify, defend and hold harmless Owner from and against any and all liens and encumbrances arising out of Consultant's performance of this Contract or arising out of any claim for payment by any laborer, subcontractor or supplier of Consultant.

Vendor Representation - The Consultant will serve as the prime Vendor under this Contract at all times. Should the Owner approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

5. **AUTHORITY.** It is specifically understood and agreed that Consultant is to report to and obtain direction from the Owner or the Construction Manager's authorized representative. Consultant shall not take direction from any other individual unless approved by the Owner or the Construction Manager in advance.

6. **RESTRICTIVE COVENANT.** The Consultant shall not, at any time after the expiration or during the Term of this Agreement, divulge to any person any information or fact relating to the conduct, management, or business of the Construction Manager or the Owner, which shall have come to the knowledge of the Consultant in the course of providing the services hereunder.

7. **CONFIDENTIAL INFORMATION.** The Consultant further agrees to treat as confidential and to use only for the advancement of the interest of the Project, all information submitted with reference to the details of the Project and any other data submitted to them or acquired by them from time to time, and agrees to return all such material, originals and copies, promptly whenever required to do so by the Owner, and in any event, to return same promptly when the Agreement terminates between the Consultant and the Owner. It is further agreed that before and after this Agreement is terminated, the Consultant will not in any manner

communicate in any way to conflict with the interests of the Owner or Construction Manager or the information on any subject connected with the Project that the Consultant may acquire.

8. **INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall protect and defend and pay all reasonable attorney's fees of Owner arising out of any lawsuits, claims, and causes of action arising out of the actions or omissions of the Consultant or its employees or agents in performing under terms of Agreement.

9. **CONFLICT OF INTEREST**. Consultant hereby represents and warrants to the Owner that the services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Consultant is employed or with which Consultant has an agreement, and, in the event such a conflict arises during the Term hereof, Consultant will immediately notify the Owner in writing. In the event of such a conflict, the Owner shall have the option of terminating this Agreement in accordance with Paragraph 11.

10. **INDEPENDENT CONTRACTOR**. It is acknowledged that Consultant's status under the terms of this Agreement is one of an independent contractor, and nothing herein contained shall be construed so as to imply an employment or agency relationship, partnership, or any other form of business association.

11. **TERMINATION**. The Owner may terminate this Agreement at any time upon seven (7) days' written notice to the Consultant for the Owner's convenience and without cause. Upon receipt of such notice, Consultant shall advise Owner of any outstanding obligations or commitments which Consultant has incurred. Consultant shall act at the Owner's direction with regard to the termination of such outstanding obligations or commitments. In the event of termination not due to the breach of the Consultant, the Consultant will be paid in accordance with Paragraph 4 for all Services performed through the date of termination.

The Owner shall not pay any termination expenses or costs, including attorney's fees, if the Agreement is terminated regardless of the reason for termination.

12. **INSURANCE**. To the full extent permitted by law, Consultant shall provide certificates of insurance evidencing that it maintains the insurance required in this Article before the earlier of commencement of its Work, entering the Project site or ten (10) days after signing this Agreement. Consultant shall maintain such insurance for the Agreement term, unless a longer period is required by this Article. Consultant shall provide workers compensation insurance, employer's liability insurance, commercial general liability insurance (with limits of at least \$1,000,000 per occurrence), professional liability insurance (covering acts, errors and omissions arising out of the Services provided by Consultant and including limits of at least \$1,000,000 per claim), and automobile liability insurance with limits of at least \$500,000 combined single limit per accident. If Consultant's Services include evaluation of the water and/or air tightness of the

design, construction and/or maintenance of a building envelope system, then its professional liability insurance shall include pollution liability coverage as part of the professional liability insurance limits required in this paragraph. All insurance shall be written with an insurer that maintains an A.M. Best rating of A-(VII) or better. The professional liability insurance shall include a retroactive date that precedes the commencement of any Services and this insurance shall remain in effect continuously after acceptance of Consultant's Services by the Owner and from the date of such acceptance until the later of the period of the statute of limitations or the statute of repose for the types of claim(s) covered by this insurance. Except for the professional liability, workers compensation and employer's liability insurance policies, all insurance required by this Agreement shall name as additional insureds on a primary, non-contributory basis (i) Construction Manager, (ii) the Owner and (iii) anyone else required by the Contract Documents. Consultant agrees to waive all rights of action against (i) Construction Manager, (ii) the Owner and (iii) anyone else required by the Contract Documents for damages to the extent these damages are covered, or should have been covered, by any insurance required in the Contract Documents. Consultant further agrees to require any tier Subconsultants to meet the same insurance obligations as are required of it in the Contract Documents, except as it relates to limits of liability. Owner and Construction Manager's acceptance of any certificate of insurance, and any attachments, in no way waives Owner's right to later assert that Consultant did not supply insurance in conformance with the Contract Documents.

13. **Economic Inclusion Plan**. Comply with Exhibit E – Economic Inclusion Plan in Attachment "A" – Community Engagement RFP.

14. **ENTIRE AGREEMENT**. The Consultant shall be bound to the Owner by the terms of this Agreement. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

15. **NON-ASSIGNABILITY**. This Agreement shall be personal and shall not be transferable or assignable, by operation of law or otherwise, without prior written consent of the Owner. Consultant shall obtain the Owner's prior written approval of any subconsultants which Consultant intends to engage to provide any of the services under this Agreement. Any such subconsultants shall be bound by the same terms and conditions as herein set forth.

16. **GOVERNING LAW**. The Consultant certifies that in performing this Agreement they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin, County of Racine.

17. **(ADDITIONAL PROVISIONS)**.

- A. Tax Exemption - Racine County is exempt from State of Wisconsin sales tax by virtue of exemption certificate number ES2058 Wisconsin Retailer' occupation tax, use tax, and municipal retailer's occupation tax do not apply to materials purchased by Racine

County. Vendors must not charge for any of these taxes if billed for the above taxes, the invoice will be paid short to deduct the cost of non-applicable taxes.

- B. Ethics – In addition to ethical standards set forth in Wisconsin Statutes Section 19.59 for all County employees and officials (either elected or appointed) Racine County has adopted an Ethics Policy that is applicable to County employees conducting business.

The Ethics Policy is intended to ensure that public trust in Racine County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of County property or funds for personal use or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by County employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employees, and the conducting of personal business or campaigning during working hours.

This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline and/or prosecution. Any non-employee may also be debarred from contracting with Racine County.

In addition, Wisconsin Statutes Section 946.12 involving misconduct in public office and 946.13 involving a private interest in public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the Racine County Sheriff for investigation and the Racine County District Attorney for prosecution. Violations of any Federal Law are prosecuted by the U.S.

Attorney. Questions concerning this matter may be addressed to the Office of the Corporation Counsel, 730 Wisconsin Avenue, Racine, WI. 53403. Phone: 262-636-3115.

- C. Nondiscrimination / Affirmative Action – In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any person, whether a recipient of services (actual or potential) an employee or an applicant for employment on the basis of age, race, religion, color, handicap, sex, marital status, disability or physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., national origin or ancestry. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant shall take affirmative action to ensure equal employment opportunities. The Consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- D. Safety Requirements – All materials, equipment, and supplies provided to Racine County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The equipment or chemicals

you would supply to Racine County must comply with all requirements and standards as specified by the Occupational Safety and Health Administration and Wisconsin Department of Commerce. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting current regulatory specifications will be refused. The supplier may be required to provide training to County employees in the operations and handling of the item and its maintenance, at the supplier's expense and at the convenience of the County

This Agreement is comprised of the following documents listed below:

- I. Contract Agreement Between Owner and Consultant
- II. Attachment "A" RC-xx-xxxx Community Engagement RFP:
 - a. Exhibit A – Project Schedule
 - b. Exhibit B – Site Plan –3 Mile Road, Village of Caledonia
 - c. Exhibit C – Project Program
 - d. Exhibit D – Sample Contract Agreement Between Owner and Consultant
 - e. Exhibit E – Economic Inclusion Plan
- III. Attachment "B" Addendums (if applicable)
- IV. Attachment "C" Proposal

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

Sample Vendor

Accepted By:

Witness

(Signature)

(Print Name)

Title: _____

Date: _____

Racine County

Witness

(Signature)

(Print Name)

Title: _____

Date: _____

SAMPLE