

**TOWN OF GLASTONBURY
REQUEST FOR QUALIFICATIONS (RFQ)
PLAN OF CONSERVATION & DEVELOPMENT 2028-2038
RPGL-2027-01**

DUE DATE AND TIME: JULY 2, 2026, 11:00 A.M.

The Town of Glastonbury will be accepting submissions from qualified respondents interested in assisting the Town with preparing and adopting the Glastonbury Plan of Conservation & Development.

Interested individuals and firms should obtain the complete Request for Qualifications (RFQ) and related information from the Town's Bonfire website at <https://glastonburyct.bonfirehub.com>. Responses must be submitted electronically by no later than the time and date indicated above.

A Zoom meeting will be held on the due date and time recited above where **ONLY** the names of all respondents will be read aloud.

LATE RESPONSES WILL NOT BE CONSIDERED.

Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com/> under the RFQ title "***RPGL-2027-01 – Plan of Conservation and Development 2028-2038***". Respondents will be required to create a profile before submitting their response. Step-by-step instructions on how to register as a vendor are available at this website: <https://customer.eunasolutions.com/public/s/article/vendor-registration>

The Town reserves the right to cancel this RFQ, to modify this RFQ, to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to submit a response.

Gina Consiglio
Purchasing Agent

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SECTION I – GENERAL INFORMATION

The intent of this RFQ is to obtain a qualified Planning Consultant/Firm to prepare a 10-year Plan of Conservation & Development (POCD). Through a collaborative community planning effort, we seek to advance a clearly articulated, coordinated, and actionable POCD that helps Glastonbury to preserve the many attributes that currently make it an attractive place to live and a regional destination while embracing new approaches and opportunities that will ensure a sustainable future.

COMMUNITY PROFILE

The Town of Glastonbury is 52.5 square miles with a population of 35,159 at the 2020 census. It is composed of a town center, employment area, suburban residential development, several village nodes, and agricultural and open space. The Town has preserved much of its colonial architecture and rural landscapes. The Town has an estimated 3,724 acres of Town-owned open spaces and forest land within parks. Glastonbury has adopted the Town Council/Town Manager/Board of Finance form of government. Land use is managed by the Town Council (Zoning Authority), Town Plan & Zoning Commission, and the Office of Community Development.

PROJECT OVERVIEW

The Town of Glastonbury (the “Town”) is preparing to update its [POCD](#) in accordance with Section 8-23 of the Connecticut General Statutes. The current POCD was last adopted in November 2018, and the updated POCD is due October 30, 2028. The POCD update will be occurring in parallel with the preparation of either a municipal or regional Housing Growth Plan (HGP), due June 1, 2028. The work will also coincide with the completion of a comprehensive zoning code update, which started in November 2024 and is expected to be completed by the end of 2027.

This process will be managed through the Office of Community Development, with oversight by a steering committee composed of members of the Plan & Zoning Commission and Town Council. The organization of the current POCD has not been updated in several decades. The document would benefit from a more clearly defined policy structure and implementation strategy. Also, the housing policies have not been updated since the adoption of the Town’s Affordable Housing Plan (AHP). Integrating this POCD update with the housing policies that flow from the AHP and the HGP will be a key component of the work. Additionally, the current POCD lacks information regarding waste management. The update should incorporate information on the sewer system, the transfer station, and the bulky waste landfill. Finally, the Town has recently completed a Road Safety Action Plan which should inform the POCD transportation policies.

The Town seeks consultants with specific experience in the following areas:

- Land Use Planning
- Economic Development Trends and Market Analysis
- Environmental and Conservation Policy and Planning
- Resiliency Planning and Sustainability
- Affordable Housing
- Historic Preservation

- Traffic and Transportation Planning
- Community Engagement
- Geographic Information Systems (GIS)
- POCD Implementation Strategy
- Meeting facilitation

SECTION II – SCOPE OF WORK

Through this request for qualifications (RFQ), the Town of Glastonbury is seeking to identify Respondents who possess the experience and expertise necessary to develop an effective POCD.

SPECIFIC SERVICES

The selected firm will prepare the Town’s POCD to comply with all requirements of the Connecticut General Statutes and will assist the Town of Glastonbury in the formal adoption process of the final plan.

Project Goals:

- Compliance with state laws and best practices
- Integration with a related long-range municipal and regional plans
- Alignment with comprehensive zoning code update
- Improvements to document usability and management

Project Tasks:

1. Project Initiation and Management
 - a. Conduct an initial meeting with Town officials to outline project objectives, timelines, and deliverables.
 - b. Establish a project management plan, including a communication plan, timeline, and roles and responsibilities.
 - c. Prepare and manage working meetings with Town staff, boards, commissions, and key stakeholders throughout the revision process.
 - d. In cooperation with Town staff, maintain meeting records.
2. Data Collection and Analysis
 - a. Review related existing studies and plans, including the current POCD and the status of its implementation strategies. Assess the current POCD’s effectiveness in achieving its goals and objectives
 - b. Review additional plans that require coordination with the POCD such as the 2022-2027 Glastonbury Affordable Housing Plan, draft Housing Growth Plan materials, the 2017 Sewer Master Plan, the 2024 Glastonbury Forest Inventory and Assessment, the 2026 Glastonbury Road Safety Action Plan, the CRCOG Regional Hazard Mitigation and Climate Adaptation Plan, the CRCOG Regional POCD, and other applicable plans and studies.

- c. Update and analyze all relevant data, including data related to general demographics, land use, housing, economics, tourism, facilities, transportation, historic resources, environment, utilities, and similar information.
 - d. Review and evaluate local land use and IWWA approvals over the past decade as well as regional development activity to identify trends that will inform development projects for the next 10 years.
 - e. Create data for use in the Town’s Geographic Information System (GIS), including current and future land use data. In addition to printed copies of the adopted plan, all mapping data shall be provided to the Town for use within the Town’s GIS system. Coordination with the Town’s GIS Coordinator, Engineering and IT departments will be required. Generated maps shall also be provided in PDF format.
3. Community Engagement and Stakeholder Involvement
 - a. Consult regularly with the Town Council and Steering Committee for project oversight.
 - b. Design and implement a comprehensive, multi-faceted community engagement strategy.
4. Vision and Goal Setting
 - a. Develop a clear and shared vision for the future of Glastonbury that incorporates the values and preferences expressed by community stakeholders.
5. Plan Development
 - a. Prepare revisions to the POCD. Develop, draft, revise, and finalize the vision, goals, objectives, and implementation strategies based on communications and recommendations from the Town, stakeholders, and the general community.
 - b. Develop and provide specific recommendations for long term strategies for specific areas of the Town.
 - c. Integrate the 2028 municipal or regional Housing Growth Plan into the housing policy section of the POCD.
 - d. Update all relevant graphics and maps in the POCD. The final POCD should be organized and easy to navigate in both print and digital formats.
 - e. Prepare and deliver a minimum of two (2) public presentations during the POCD revision process. Presentation materials will be developed in consultation with the Director of Community Development and will be provided in PDF format.
 - f. Attend and present the draft and final POCD during meetings throughout the adoption process with staff, the Plan and Zoning Commission, Town Council, or other designated working groups. Manage all notice requirements pursuant to Connecticut General Statutes.
6. Implementation Strategy
 - a. Develop recommendations for monitoring and updating the POCD.

DELIVERABLES

1. Project management materials, including schedule, meeting notes, file sharing and document management
2. Community Engagement Strategy and related implementation materials, including webpage, posters, mailings, social media posts, surveys, workshop materials
3. Public Input Summaries
4. POCD in Word and website-compatible formats
5. Digital copies of all the data used including GIS data obtained or created

SECTION III - SUBMISSION OF RESPONSE***MINIMUM REQUIREMENTS***

The response shall include a response to each of the items below:

- Please provide letter of interest with a detailed narrative describing the firm or firms, project staffing, and an outline of the experience of each key team member.
- Please attach resumes for each key team member to your submission.
- Please detail the project team's experience (and the experience of key team members) with Connecticut Land Use Law and similar projects.
- Please outline the project team's capacity to deliver the project products and requirements on time and on budget. Please include a timeline with all meetings and key milestones noted.
- Please describe the project team's knowledge and understanding of the Glastonbury community and the task.
- Include a statement indicating when the project team company could begin the project.
- Include a description of the project approach, including a draft list of tasks and subtasks, draft schedule, and an estimated budget.
- Include full contact information for three municipal work references the lead firm has provided services for in the past ten years.
- (Optional) Include work samples of other similar written documents or other materials deemed to be the consultant's best work.
- Include full contact information for the key contact person at the lead firm who will handle this project negotiation.

TERM OF SERVICE / TIME FOR COMPLETION

The selected Respondent will be expected to commence services within 30 days of contract execution, or on such other schedule as mutually agreed upon with the Town. The Town anticipates allocating up to 24 months of overall time for the project described herein including data collection, meetings, consultant preparation, etc. It is the intent of the Town to have completed the POCD no

later than calendar year end 2028. A schedule for completion will be mutually agreed upon between the Town and the selected Respondent.

RESPONSE INSTRUCTIONS

- By submitting a response, Respondent represents that they have thoroughly examined, and become familiar with the Scope of Services outlined in this RFQ and are capable of performing the work necessary to achieve the Town’s objectives.
- Respondents submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com/>, under the RFQ title “**RPGL-2027-01 – Plan of Conservation & Development Project**”. Respondents will be required to create a profile before submitting their response. Step-by-step instructions on how to register as a vendor are available at this website:

<https://customer.eunasolutions.com/public/s/article/vendor-registration>

- Respondents will be required to upload their response as **ONE (1) consolidated pdf file** to include the following:
 1. Response as per the requirements herein
 2. Attachment A - Town of Glastonbury Response Page
 3. Attachment B - Town of Glastonbury Non-Collusion Statement
- All Respondents are required to submit the information detailed below. **Materials shall be organized and presented in the order listed below to assist the Town in reviewing and rating responses.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
 1. Table of Contents to include clear identification of the material provided by section and number.
 2. A letter of transmittal indicating the Respondent’s understanding of the Scope of Services and interest in the project, and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the Respondent to a contract.
 3. Name, email address, and telephone number of person(s) to be contacted for further information or clarification.
 4. Copy of license or certification to perform the work required, as applicable.
 5. A background statement including a description of relevant experience and qualifications of the Respondent submitting the response and the number of years the Respondent has been in business.
 6. Respondent shall provide a list of 3-5 references and examples of previous, similar

- projects with POCDs successfully completed within the last 10 years, including contact name, address, and telephone number of the clients' representative in each project. The Town reserves the right to contact these organizations regarding the services performed by the Respondent.
7. A high-level overview of the Respondent's approach to implementation of the project described herein including the Respondent's ability to provide all of the services identified in Section II – Scope of Work and any subsequent phases as may be required by the Town.
 8. Schedule and Availability: Provide an overview of the Respondent's availability to begin discussions with Town staff and a proposed schedule for completion of services identified in the initial phase.
 9. A concluding statement as to why the Respondent is best qualified to meet the needs of the Town.
 10. Response Form (**Attachment A**).
 11. Description of any exceptions taken to this RFQ. If any response involves any exception to the stated requirements and specifications, they must be clearly noted as exceptions and attached to the response.
 12. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Respondent shall acknowledge that they have reviewed the document in the area provided on **Attachment A**. The selected respondent will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonburyct.gov. Upon entering the website click on the **Bids & Proposals Icon** which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**.
 13. Statement of Non-Collusion (**Attachment B**).
 14. Any technical questions regarding this RFQ shall be made in writing and directed to Shelley Caltagirone, Director of Community Development by email at shelley.caltagirone@glastonbury-ct.gov. For administrative questions concerning this response, please contact Gina Consiglio, Purchasing Agent, by email at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable, will be posted on the Town website at www.glastonburyct.gov/rfp. (Click on the **Bid Title** to view all response details and document links). **It is the Respondent's responsibility to check the website for addenda prior to submission of any response.** Note: Responses to requests for more specific contract information than is contained in the RFQ shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.

No other Glastonbury Town employee, elected official, or evaluation committee member should be contacted concerning this RFQ during the response process. Failure to comply with this requirement may result in disqualification.

Failure to include any of the above-referenced items in the submitted response may be grounds for disqualifying said response.

Any and all information received from Respondents is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. Respondents should not include any information deemed proprietary in their response.

EVALUATION CRITERIA

The Town of Glastonbury shall select the firms who demonstrate strong qualifications for the Project for interviews with a Selection Committee. Upon interview, the Town may request proposals from the highest qualified firms, including a proposed project fee, timeframe, and approach. The Town shall not be obligated to accept any proposal and the Town shall reserve the sole right to determine the appropriateness of any proposal for this work. The Town expressly reserves the right to negotiate with the selected Respondent prior to an award of any contract pursuant to this RFQ.

Proposals will then be evaluated on a combination of their qualifications and fee, by a selection committee comprised of Town staff and members of relevant boards and commissions. This Committee will review the proposals, short list, and interview proposers. The Committee will make the final selection of the consultant for this project. The RFQ and Project will not be deemed to be awarded until a written contract, in a form acceptable to the Town, has been fully executed by both parties. Firms may submit proposals for all services requested or for one or more of the program components. Proposals will be evaluated using the following criteria:

1. Qualifications and relevant experience of the firm/s, the firm's key personnel, and any proposed sub-consultants in successfully developing POCDs for Connecticut towns of similar size and character as Glastonbury.
2. Demonstrated knowledge of recent and pending legislative changes or case law affecting POCDs.
3. Demonstrated ability to reach consensus through public engagement that results in completed projects.
4. Demonstrated ability to engage a broad and representative spectrum of the community through outreach.
5. Demonstrative ability to sustain long-term community engagement on complex issues.
6. Demonstrative ability to manage multiple overlapping projects in parallel.
7. Demonstrated ability to meet schedules and deadlines. Some priority will be given to applicants who can commence work immediately.
8. Demonstrated ability to produce user-friendly and graphically compelling planning documents.

9. Proposed cost of work to be performed. Cost shall not be the sole basis for selection.
10. Compliance/completion with/of submission requirements.

References

As part of the overall evaluation, The Town of Glastonbury shall review references provided in the respondent’s submission to determine the quality of services performed for other clients.

SELECTION PROCESS

- This request for qualifications does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a response to this request. All responses and project deliverables submitted in response to this request become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the request for qualifications, if it is in the best interests of the Town to do so.
- A Selection Committee, appointed by the Town Council, will evaluate all responses received for completeness and the respondent’s ability to meet all requirements as outlined in this request for qualifications. The Committee will then short list the specific Respondents whose qualifications best meet all criteria required and may conduct interviews with these Respondents. Upon completion of interviews, the Selection Committee will forward to the Town Manager a list of Respondents recommended for further consideration.
- Based on the results of the interview process, the Town Manager will review the Scope of Services and other factors with the top-rated respondent(s) and negotiate a specific agreement based on these discussions.
- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

TIMELINE

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFQ	June 17, 2026
RFQ Due Date	July 2, 2026
Interviews with Top Respondents	Starting July 13, 2026**
Select Respondents Invited to Submit Proposals	July 20, 2026**
Proposal Selection	July 31, 2026**
Contract Effective Date	September 30, 2026**

** (Subject to Change)

INSURANCE REQUIREMENTS

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent’s Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer’s Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents.

4) Umbrella (Excess Liability)

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

5) Errors and Omissions Liability or Professional Services Liability Policy

Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The awarded Consultant(s) will be responsible to provide written notice to the Town 30 days prior to cancellation of any insurance policy.

The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed, and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Town 30 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Respondent shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town and their employees and agents consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

**ATTACHMENT A
RESPONSE PAGE**



RESPONSE NO: RPGL-2027-01 **DATE DUE:** July 2, 2026
DATE ADVERTISED: June 17, 2026 **TIME DUE:** 11 A.M.
NAME OF PROJECT: PLAN OF CONSERVATION & DEVELOPMENT 2028-38

THE RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum #1 _____ (Initial/Date)
Addendum #2 _____ (Initial/Date)
Addendum #3 _____ (Initial/Date)

It is the responsibility of the respondent to check the Town’s website for any Addenda before submitting the response.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury’s Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____ *

*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the respondent has not agreed to the above statement.

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E-Mail Address	SS # or TIN#

**ATTACHMENT B
NON-COLLUSION STATEMENT**

The company submitting this response certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other Respondent or competitor. We understand that this response must be signed by an authorized agent of our company to constitute a valid response.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is made as of the _____ day of _____, 2026, between the Town of Glastonbury, Connecticut (the “Town”), and **NAME OF FIRM, TOWN, STATE** (the “Consultant”).

ARTICLE I SCOPE OF CONSULTANT’S SERVICES

The Town hereby retains the Consultant as an independent contractor to provide professional services for **name of proposal** for the Town, as more fully described in the Town’s request for proposal identified as **PROPOSAL #**, attached hereto as Exhibit A, and made a part hereof.

1.1.1 The Town wishes to retain the Consultant to provide consulting services, as outlined in **number and name of proposal** (the “Project”) and as more particularly described in Exhibit A. The Scope of Services (the “Work”), as defined in Exhibit A, includes **providing services required to summary description of project. *insert summary from RFP/RFQ.**

1.1.2 The Consultant shall provide professional services and coordinate the Work as instructed by the Town and in accordance with Exhibit A.

1.1.3 The Consultant acknowledges that the timely performance of its services and the Work is an important element of this Agreement. Accordingly, the Consultant shall make every effort to complete the Work according to the schedule as mutually agreed upon between the Town and the Consultant and as described in Exhibit A.

1.1.4a All days referenced in this Agreement shall be considered as calendar days. The following services: construction documents, Town permitting and bidding shall be completed within forty-five (45) calendar days of the execution of this Agreement. The Final Report/PLAN and all submittals, in a format acceptable to the Town, shall be completed and delivered to the Town on or before **DATE**. Construction Administration shall be completed as mutually agreed upon by the Town and the Consultant. Exclusive of this time is the time for the review by other requisite agencies and the Town that shall be documented by the transmittal letters.

The Town agrees to review and approve or reject all drawings, data and documents submitted by the Consultant within twenty (20) days after receipt by the Town.

**** 1.1.4a verbiage may need to be changed depending on project.**

1.1.4b This Agreement constitutes the complete agreement of the parties and supersedes all prior oral or written understandings on the Project.

1.2 The Consultant shall designate a representative (“Consultant’s Representative”) authorized to act on the Consultant’s behalf with respect to the Consultant’s services as described in the Consultant’s proposal attached hereto as Exhibit B, and

made a part hereof. The Consultant's Representative shall be name and title of consultant's representative.

- 1.3 The Consultant's services shall be performed in a manner, sequence and timing so that they will be coordinated with those of any other parties involved with the Project or the Work.
- 1.4 The Consultant's services shall be performed in a workmanlike manner consistent with industry standards, as expeditiously as is consistent with professional skill and care and the orderly progress of the Work schedule specified in Exhibit A. As the Project proceeds the schedule may be adjusted by mutual agreement in writing signed by both parties. The schedule shall include allowances for periods of time required for the Town's review and for approval of submissions by other governmental authorities having jurisdiction over the Project. The Consultant shall recommend to the Town that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Consultant's services and Work. Time is of the essence to complete the Project and the Project will be done in accordance with the schedule established by the Town.
- 1.5 The Consultant shall not be responsible for the acts or omissions of the Town, the Town's other consultants, contractors, subcontractors, their agents or employees or other persons performing any of the work on the Project, except to the extent such acts or omissions are due to the negligence of the Consultant or its sub-consultants, agents, or employees, or their failure to perform their responsibilities and obligations under this Agreement.
- 1.6 All meetings with Town staff members required under this Agreement shall be held in the Town of Glastonbury at locations established by the Town. The Consultant will provide written minutes of each meeting within ten (10) days.
- 1.7 Upon completion of the Project or in the event this Agreement is terminated for any reason before completion of the Project, notwithstanding copyright laws applicable thereto, the work product of the Consultant pursuant to this Agreement, including but not limited to all completed, unfinished or partially completed documents, drawings and data shall be the sole and exclusive property of the Town. Upon completion or other termination of this Agreement, the Consultant shall deliver to the Town electronic copies in Word format or other formats that can be retrieved/opened in Word format and machine reproducible copies of all documents, drawings and data pertaining to this Agreement prior to the final payment being made. This provision shall survive the termination or expiration of the Agreement.
- 1.8 No report, information, specification, or data given to, or prepared or assembled by the Consultant, shall be made available to any person or organization by the Consultant without the prior written approval of the Town.

ARTICLE II TOWN'S RESPONSIBILITIES

- 2.1 The Town shall designate a representative (“Town’s Representative”) authorized to act on the Town’s behalf with respect to the Project and to coordinate with the Consultant’s Representative. The Town’s Representative for the Project shall be name and title of Town’s representative. The Consultant’s instructions shall be received solely from the Town’s Representative.
- 2.2 The Town shall, upon reasonable notice, provide available information within the Town’s control to the Consultant as necessary for the performance of the Consultant’s services and Work. Any failure by the Town to provide such information shall not excuse the Consultant from performing any of its duties under this Agreement.

ARTICLE III CONTRACT PRICE

- 3.1 The Town shall pay the Consultant for services rendered under this Agreement in accordance with the following terms:
- 3.1.1 The total Consultant’s fee, excluding reimbursable expenses for the Project, shall be a lump sum amount of Written (no commas) and 00/100 Dollars (\$XX,XXX). The basic services included in the fee include the Work as outlined in Exhibit A. Additional services shall not be performed unless and until authorized in writing by the Town.
- 3.1.1a The Consultant may submit invoices monthly in proportion to the Work completed up to the final payment amount provided in Article III, Section 3.1.1b.
- 3.1.1b The final payment to the Consultant will be a minimum of \$1,000 and will be paid upon final completion of all Work contained in this Agreement, to the Town’s satisfaction, and the Consultant providing all of the material described in Article I, Section 1.7.
- 3.2 The Consultant’s fees will include all salaries, fringe benefits, pensions and similar contributions and benefits of the Consultant’s personnel engaged on the Project, and all the Consultant’s expenses with the exception of those specifically enumerated as reimbursable expenses in its fee proposal attached hereto as Exhibit C. The Town shall have no responsibility for the payment of these costs by the Consultant to its employees or any third party. Any reimbursable expenses will be only those Town authorized, direct, out-of-pocket expenses at the cost paid by the Consultant. No surcharging of these costs will be permitted.
- 3.3 The Consultant may provide services in addition to and outside the Work described in Exhibit A (“Additional Services”). The Consultant shall not provide such Additional Services unless the Town gives prior written authorization. Such authorization shall also include the agreed-upon charge for the Additional Services.

Any claimed Additional Services by the Consultant shall be deemed basic services under this Agreement, if performed without prior written authorization.

- 3.4 The Consultant shall submit invoices no more frequently than once a month. The Town shall approve or reject the Consultant's invoices within fifteen (15) days of submittal. Such invoices will be due and payable within thirty (30) days of approval. However, failure of the Town to either approve or reject such invoices within fifteen (15) days or to pay any invoice within thirty (30) days of approval will not authorize the Consultant to stop or suspend work on the Project.
- 3.5 The Town will make final payment to the Consultant upon completion of all Work set forth in this Agreement, to the Town's satisfaction. Total payments to the Consultant upon completion of all Work shall equal the fee set forth in this Agreement, plus any approved charges for Additional Services. Payment of all such compensation will discharge all financial responsibility and liability of the Town to the Consultant under this Agreement.
- 3.6 The Town reserves the right to withhold payments, in whole or in part, on account of any breaches of this Agreement by the Consultant.

ARTICLE IV INSURANCE

- 4.1 The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Town of Glastonbury, **Glastonbury Board of Education (BOE)** and its/**their** employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. All policies should also include a Waiver of Subrogation. **These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

4.1.1 Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury, Glastonbury BOE and its/their employees and agents

4.1.2 Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury, Glastonbury BOE and its/their employees and agents

4.1.3 Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury, Glastonbury BOE and its/their employees and agents

4.1.4 Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim.
- The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

4.1.5 Umbrella (Excess Liability)

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

4.2 The Consultant shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

- 4.3 The Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Consultant will be responsible to provide written notice to the Town sixty (60) days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy, Automobile Liability and Workers Compensation policies. The Consultant shall provide the Town copies of any such insurance policies upon request.

ARTICLE V INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and the Glastonbury Board of Education and its/their employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to reasonable fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Consultant's work, provided, and only to the extent, that such claim, damage, loss or expense is caused by any negligent act or omission by the Consultant, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable.
- 5.2 As to any and all claims against the Town and the Glastonbury Board of Education or any of its/their employees by any employee of the Consultant, by any person or organization directly or indirectly employed by the Consultant to perform or furnish any of the work, or by anyone for whose acts the Consultant may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 5.3 The provisions of this Article shall survive termination or expiration of this Agreement.

ARTICLE VI ARBITRATION

- 6.1 If the parties are unable to settle disputes by non-binding mediation pursuant to Paragraph 6.5 below, the Town, at its sole discretion and option, may have all claims, disputes or other matters in question between the parties to this Agreement decided by arbitration in accordance with the Commercial or Construction Industry Arbitration Rules of the American Arbitration Association (whichever is appropriate) then pertaining unless the parties mutually agree otherwise in writing. No arbitration arising out of or related to this Agreement shall include, by

consolidation, joinder or in any other manner, any additional person or entity not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Town. Any consent to arbitration involving any additional person or entity shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein.

- 6.2 If the Town consents to arbitration, notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 6.3 If the Town consents to arbitration, the award rendered by the arbitrator shall be final and not subject to appeal, and judgment may be entered upon in accordance with the laws of the State of Connecticut.
- 6.4 If the Town does not consent to arbitration, all disputes shall be subject to determination by a court of competent jurisdiction. The venue for such action shall be the Connecticut Superior Court, Judicial District of Hartford, at Hartford, Connecticut.
- 6.5 Prior to arbitration, the parties shall endeavor to settle disputes by non-binding mediation in accordance with the Commercial or Construction Industry Mediation Rules of the American Arbitration Association (whichever is applicable) currently in effect, unless the parties mutually agree otherwise in writing. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable statute of limitations.

ARTICLE VII AUDIT

- 7.1 The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance of its Work on the Project. All financial documentation prepared and maintained in connection with this Agreement shall be maintained according to accepted accounting principles and practices.
- 7.2 The Town or any of its duly authorized representatives, upon reasonable notice, shall have access to such books, records, documents and other evidence for inspection, audit and copying. The Consultant will provide proper facilities for such access and inspections.

7.3 Audits conducted pursuant to this Article of the Agreement shall be done according to accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

7.4 The Consultant shall maintain records and make them available during the duration of this Agreement and until six (6) years from the date of the last payment made by the Town.

ARTICLE VIII TERMINATION

8.1 This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party and providing such breach is not corrected within seven (7) days of receipt of said notice. If this Agreement is terminated by reason of the Town's breach, the Consultant shall be compensated for services performed prior to the termination notice date and for its reimbursable expenses then due. The Consultant shall not be entitled to its anticipated profit. If this Agreement is terminated by reasons of the Consultant's breach, then payment shall be withheld pending resolution of its obligations thereunder. In any event, the Consultant shall not be relieved of any responsibilities, warranties or obligations under this Agreement as a result of a breach or failure to perform by either party.

8.2 This Agreement may be terminated by the Town upon not less than seven (7) days written notice to the Consultant in the event that the Project is permanently abandoned. If the Project is abandoned by the Town for more than ninety (90) consecutive days, the Consultant may terminate this Agreement by giving written notice. In the event the Town terminates this Agreement because the Project is abandoned, the Consultant shall be compensated for services performed prior to the termination, together with all reimbursable expenses then due. The Consultant shall not be entitled to its anticipated profit. In any event, the Consultant shall not be relieved of any responsibilities, warranties or obligations under this Agreement as a result of a breach or failure to perform by either party.

8.3 The Town may terminate this Agreement for its convenience upon not less than seven (7) days written notice to the Consultant. In the event that this Agreement is terminated for convenience by the Town, the Consultant shall be compensated for services performed prior to termination, together with reimbursable expenses then due. The Consultant shall not be entitled to its anticipated profit.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

- 9.1 If the Consultant observes or otherwise becomes aware of any fault or defect in the Project, prompt written notice thereof shall be given by the Consultant to the Town. Failure to give such notice or, upon exercise of reasonable diligence, to become aware of such fault or defect, shall constitute a breach of this Agreement by the Consultant, and the Consultant shall be responsible for any damages, including consequential damages, incurred by the Town.
- 9.2 The Consultant shall not have control over acts or omissions of any others performing work on the Project, except where such acts or omissions are due to the negligence of the Consultant or its sub-consultants or their failure to perform their responsibilities and obligations under this Agreement.
- 9.3 The Consultant shall cooperate with the Town and any contractor performing work on the Project in scheduling and performing the Consultant's Work to avoid conflict, delay in or interference with the work of the contractor, subcontractors or the Town's own employees.
- 9.4 If, in rendering the Work described herein, the Consultant finds it necessary to subcontract work to sub-consultants, the Consultant will obtain written approval from the Town prior to the selection of said sub-consultants and the Consultant will be solely responsible for the payment of other such sub-consultants from the fee stated herein. Nothing herein shall be deemed to create a legal relationship between the Town and said sub-consultants.
- 9.5 Failure to insist upon strict compliance with any terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions, nor any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.
- 9.6 This Agreement may be executed in one or more counterparts, each of which will be an original instrument and all of which together will constitute one and the same instrument.
- 9.7 If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law. Each and every provision of law and change required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such portion is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.
- 9.8 Both parties acknowledge and agree that this Agreement has been freely negotiated by both parties and that, in any dispute over the meaning, interpretation, validity or

enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

- 9.9 This Agreement shall be binding upon the parties, their successors, executors, administrators, and assigns. Neither the Town nor the Consultant shall assign, or otherwise transfer its respective interest in this Agreement without the express written consent of the other.
- 9.10 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.

[The Execution Page Follows]

SAMPLE

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals on the _____ day of _____ 2026.

WITNESS:

FOR THE TOWN:

Jonathan K. Luiz
Town Manager
Town of Glastonbury

WITNESS:

FOR THE CONSULTANT:

(Signature)

(Print Name)

(Print Title)

Name of Firm

APPROVED AS TO FORM:

Michael C. Collins, Partner
Halloran Sage, LLP
As Town Attorney
Town of Glastonbury

APPROVED AS TO FUNDING:

Keri Rowley
Director of Finance and Administrative Services
Town of Glastonbury