

HIGH MEADOWS MARKET ANALYSIS AGREEMENT

This High Meadows Market Analysis Agreement (the "Agreement") is made effective as of August 30, 2020 ("Effective Date") by and between the Town of Hamden, a Connecticut municipality, having an address of 2750 Dixwell Avenue, Hamden, Connecticut 06518 ("Town"), and Camoin Associates, Inc. a New York corporation having a place of business at 120 West Avenue, Saratoga Springs, NY 12866 ("Consultant"). Town and Consultant are sometimes referred to herein, individually as a "Party" and collectively as "Parties".

The purpose of this Agreement is to set forth the terms and conditions and mutual commitments of the Parties with regard to market analysis services of the former High Meadows State School located at 825 Hartford Turnpike, Hamden, CT. Consultant agrees to provide in connection with the project known as *RFP #21-02 High Meadows Market Analysis* in Hamden, CT ("Project"). Therefore, intending to be legally bound, the Parties agree as follows:

1. Definitions and Interpretation.

1.1 Definitions. The following capitalized terms when used in this Agreement shall have the respective meanings set forth below, unless a different meaning shall be expressly stated.

1.1.1 "Town Confidential Information" has the meaning set forth in Section 7.1.1 hereof.

1.1.2 "Town Representative" means the person(s) designated as such by Town from time to time.

1.1.3 "Consultant" has the meaning set forth in the preamble hereto.

1.1.4 "Consultant Intellectual Property" means all computer software, including source and object codes and associated documentation, as well as patents, copyrights and other intellectual property in any country covering inventions and information which was not developed by Consultant for Town pursuant to this Agreement and is owned by Consultant.

1.1.5 "Consultant Representative" means Jim Damicis.

1.1.6 "Effective Date" has the meaning set forth in the preamble hereto.

1.1.7 "Final Report" means any document that is: (i) intended to stand on its own as a description of the results of Services provided by Consultant under this Agreement; and (ii) is the final version of that document. Documents such as analytical results that are initially presented to the Town as stand-alone documents are not considered Final Reports if and when the information contained in such documents is incorporated into a subsequent report.

1.1.8 "Force Majeure Event" has the meaning set forth in Section 8.1 hereof.

1.1.9 "Governmental Authority" includes any federal, state, or local administrative, executive, legislative, or judicial governmental authority, agency, or any political subdivision thereof, with jurisdiction over the matter at issue.

1.1.10 "Legal Requirements" means all statutes, orders, decrees, rulings, decisions, laws (including environmental laws), permits, rules, and regulations issued or enforced by any Governmental Authority, as the same may be modified and amended from time to time during the term of this Agreement.

1.1.11 "Party" and "Parties" have the meanings set forth in the preamble hereto.

1.1.12 "Permit" means, at any time, any consent, license, approval, permit or other authorization of any Governmental Authority of whatsoever nature which, at such time, is required, in accordance with applicable Legal Requirements for the performance of any aspect of the Services or for any other matters relevant for the performance by Consultant of its obligations hereunder.

1.1.13 "Project(s)" means the potential expansion of Hamden Middle School and the geotechnical engineering services to be provided by Consultant hereunder in connection therewith.

1.1.14 "RFP" means the Request for Proposal issued by the Town and assigned #21-02 by the Town in connection with the Project, including Addenda thereto.

1.1.15 "Proposal" means the Consultant's proposal to the Town, dated July 30, 2020, which is fully and expressly incorporated herein and made a part hereof.

1.1.16 "Services" means the services required by the RFP and proposed in the Proposal.

1.1.17 "Site" means the High Meadow School State School and location identified in the RFP.

1.1.18 "Subcontractor" means any corporation, firm, person or persons who is a licensee, subcontractor or consultant of any tier supplying material, equipment, labor, goods or services of any kind whatsoever to Consultant in connection with the obligation of Consultant under this Agreement.

1.1.19 "Work Product" means all documents, information or other data generated by Consultant or its employees while rendering the Services, including but not limited to any and all source and object codes and applicable documentation, information, data, models, equations, studies, calculations, reports, drawings, flow charts, modifications and/or adaptations of existing software and inventions developed or reduced to practice by Consultant or its employees while providing the Services.

1.2 Interpretation. Unless the context plainly indicates otherwise:

1.2.1 words importing the singular number shall be deemed to include the plural number (and vice versa).

1.2.2 words importing persons shall include firms and corporations;

1.2.3 each reference to this Agreement or any other document, contract or agreement shall include a reference to each permitted variation of or supplement to this Agreement and such document, contract or agreement as amended, varied or supplemented from time to time in accordance with its terms;

1.2.4 references to any statute or statutory provisions shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under any such statute;

1.2.5 terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same;

1.2.6 references to the word "include" or "including" are to be construed without limitation;

1.2.7 references to Articles, Sections and Exhibits are references to Articles, Sections and Exhibits of this Agreement;

1.2.8 any reference to a person or party includes such person's or party's successors and permitted assigns; and

1.2.9 all subject headings, Article or Section titles, and similar captions are provided for the purpose of reference and convenience, and are not intended to be inclusive, definitive or affect the meaning of the contents of the scope of this Agreement.

2. Agreement Term.

The Town expects the Services to begin upon execution of this Agreement and be completed in a timely manner in accordance with a schedule to be agreed upon by the Parties promptly after the execution hereof. **CONSULTANT UNDERSTANDS AND ACKNOWLEDGES THAT TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE SERVICES HEREUNDER, IN ACCORDANCE WITH THE SCHEDULE ESTABLISHED BY THE TOWN.**

3. Scope of Agreement.

Scope of Services. The Services to be provided by Consultant, the performance schedule therefor, the pricing and payment terms thereof (including any discounts), the Site therefor, and the term thereof, shall be as specified and described in RFP #21-02 and the Proposal. The only manner in which any provision of this Agreement may be

modified, superseded or overwritten is by a single document signed by both TOWN and Consultant specifically identifying and referring to this Agreement and to the number and heading of the provision being modified, superseded or overwritten. Consultant shall supply any and all labor, services, materials, equipment, and items necessary or appropriate to perform the Services.

4. Operations and Performance:

4.1 Representative. The Consultant Representative for the Project shall be Jim Damicis.

4.1.1 All communications, directions and instruction pertaining to the Services and the Project shall be communicated by and to the Parties' respective designated representatives.

4.1.2 The Consultant Representative and Town Representative shall represent the respective Party and all instructions given to it shall be deemed delivered to that Party.

4.1.3 Any oral communications, directions or instructions pertaining to the Services from Consultant Representative to Town Representative or from Town Representative to Consultant Representative shall be confirmed in writing within ten (10) calendar days of the giving of the communication, direction or instruction. Consultant shall make no public comments nor media or press releases concerning the Project without the Town's advance express written consent

4.2 Town Responsibilities.

4.2.1 Town shall provide to Consultant rights of access to and egress from the Project site as may be reasonably necessary for the Consultant to perform the Services.

4.2.2 To the extent necessary for the performance of the Services, the Town, upon written request from Consultant, shall provide all available information known to the Town.

4.2.3 Town shall give notice to the Consultant of any Governmental Authority which over the course the Services may require or request information concerning the Services, or which may coordinate Services activities, and the name of a contact person(s) at such Governmental Authority.

4.3 Consultant Personnel. The following requirements shall apply with respect to Consultant personnel performing any of the Services.

4.3.1 Consultant agrees that it will:

4.3.1.1 prior to assigning any employee of Consultant to work for Town, review employment history of such employees and upon request therefor provide such history to Town. Consultant agrees that Town may

refuse any such employee and such employee shall not be assigned by Consultant to render Services;

4.3.1.2 maintain a list of employees and their employment history assigned by it to render Services to Town pursuant to this Agreement, such list and employment history to be delivered to Town upon request; and,

4.3.1.3 will remove from the performance of the Services any employee of Consultant as may be requested by Town, in its' discretion, and shall within five (5) business days of receipt of such notice, replace that employee with an acceptable substitute employee. If any employee assigned to perform the Services ceases to be an employee of Consultant during the term hereof, Consultant shall be obligated to provide Town with a substitute employee acceptable to Town within five (5) business days of termination of employment with Consultant.

4.3.2 Consultant shall employ for the performance of the Services only personnel who are qualified, licensed or certified, trained and skilled in the performance of their duties and have the requisite experience and know-how to perform and complete the Services in accordance with the requirements of this Agreement and the per industry-accepted practices.

4.3.3 Consultant's employees performing the Services at the Site shall be carefully selected by Consultant utilizing reliable and valid test methods that meet all applicable regulations.

4.3.4 Consultant shall not change supervisory personnel assigned to specific Services without prior written approval of the applicable Town, which approval shall not be unreasonably withheld. However, if the performance of the Consultant's supervisory personnel assigned to the Services is unsatisfactory to TOWN and/or the applicable Town and remains unsatisfactory after Consultant has had notice from TOWN and/or the applicable Town and a reasonable time to correct the problem, then such supervisory personnel shall be changed by Consultant to a person who is acceptable to TOWN.

4.4 Safety. Consultant shall, at all times, perform the Services in a manner that is safe and does not endanger its personnel or the general public.

4.4.1 Consultant shall continuously maintain adequate protection of its work and equipment from damage and shall protect the Site from injury or loss of any type whatsoever arising out of or in connection with the Services. Consultant also shall adequately protect adjacent property from loss or damage which might result, either directly or indirectly, from the activities of Consultant or any other party performing any part of the Services at the Site.

4.4.2 In all cases, the Services, including but not limited to all equipment and material used therefor, shall be in compliance and performed in accordance with all applicable Legal Requirements.

4.4.3 Consultant shall take, or cause to be taken, at its expense, all necessary

precautions for the safety of personnel engaged in the performance of the Services and shall comply with all applicable provisions of federal, state, provincial and municipal safety laws, building codes, and safety regulations to prevent accidents or injuries to persons on, about or adjacent to the Site. In the previous regard, Consultant shall provide its employees and any other party performing any part of the Services at the Site with such warnings, advice and other information as may be provided by Town regarding the products, materials and chemicals received, stored, used and produced at the Site.

4.4.4 Consultant shall develop and have in effect during its performance of the Services a health and safety program for its employees and any other party performing any part of the Services, and Consultant shall provide a copy thereof, upon request, to the applicable Town. Consultant shall review and revise said program periodically, providing to the applicable Town a copy of the revised program. Consultant shall be solely responsible for the compliance of its employees or subcontractors with the Consultant's health and safety program. Though Town shall have no obligation to observe Consultant's compliance with its health and safety program, the Town may report all observed health and safety program violations to the Consultant who shall take prompt corrective action. TOWN shall not be required to make evaluation or audits of the Consultant's program or implementation thereof. Compliance with the program and access to medical care for injuries and/or illness sustained by the Consultant's employees or any other party performing any of the Services shall be at the sole cost and responsibility and in the sole control of the Consultant, and Consultant hereby waives any right to subrogation or contribution from the Town therefor. Consultant shall maintain an accurate record of all causes of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of the Services, which records shall be made available to TOWN, upon request. Consultant shall give TOWN notice of any injuries and/or illness sustained by the Consultant's employees or those of any other party performing any part of the Services by no later than the end of the work shift during which such injury and/illness occurred or became known.

4.5 Inspection.

4.5.1 All Services, equipment, material, items and supplies furnished by Consultant in the performance of this Agreement shall be subject to inspection by and approval of Town, or its duly authorized representatives; provided, however, Town's inspection or failure to inspect at any given time shall not operate to diminish, alter, or otherwise affect Consultant's obligations hereunder.

4.5.2 Consultant shall immediately correct any services rendered in the performance of the Services should the Services fail to conform to the requirements of this Agreement. Upon notification that any Services performed fails to conform to the requirements of this Agreement, Consultant, shall, at no additional cost to Town, immediately proceed to cause the Services to be corrected and completed in conformity with the provisions of this Agreement, and shall reimburse Town for any and all costs arising directly out of or related directly to such failure.

4.6 Information.

4.6.1 Unless otherwise agreed upon in writing and except for communications and documents strictly related to billing, all documents, including original

documents and any copies thereof, of any nature (including but not limited to preliminary or draft reports and data) which are produced by Consultant in connection with the Services shall be either delivered to Town Representative immediately upon completion of such Services.

4.6.2 Except to the extent specifically provided for within the scope of Services set forth in the Proposal, Consultant is not responsible for determining which information, if any, generated as a result of the Services must be reported by the Town in order to comply with any Legal Requirements. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel. Town hereby agrees to comply with any reporting requirement imposed by any Governmental Authority relative to any information provided by Consultant during the performance of Services. Consultant shall be available to assist in the preparation of licenses and permits in the name of the Town for the Services provided. Nothing in this Section 4.6.2 affects in any way Consultant's independent obligation to provide any required notice (including notice of releases to the environment), filing, permitting or licensing required by any Governmental Authority or Legal Requirements.

4.7 Warranties; Compliance.

Consultant warrants that in its performance of this Agreement and the Services: that all the Services will strictly comply with this Agreement; the materials that may be provided as part of the Services will be of new materials and free from defects in material and workmanship; Consultant, and each of its employees that will or are performing the Services, has all licenses, permits, consents and registrations necessary or appropriate to enter into this Agreement and to perform the Services; the Services will be performed with that standard of care, skill and diligence normally provided by a professional person or entity in the performance of services similar to the Services (Consultant is hereby notified that Town will be relying on the accuracy, competence and completeness of the Services provided by Consultant as well as on Consultant's familiarity with statutory and regulatory standards and procedures); and, Consultant in rendering the Services, has complied or will comply with all applicable Legal Requirements. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Consultant, express or implied, which are otherwise provided herein or exist by operation of law. Consultant is solely responsible for remitting all income related taxes, including but not limited to Social Security, FICA, or equivalent types of taxes, in a timely manner, pursuant to federal, state, provincial and local tax laws for Consultant's employees. Consultant further agrees to indemnify, defend (including reasonable attorney fees) and hold harmless Town from and against any claims by any taxing authority resulting from Consultant's failure to pay any tax imposed on income derived from Consultant's employees in performance of the Services.

4.7.1 Consultant represents that it has no prior agreements or arrangements which would constitute a conflict of interest with its duties for the Town as stated herein. Consultant warrants that it shall not enter into agreements or arrangements which may be considered to be a conflict of interest with its duties for Town without first disclosing the potential conflict to Town and to the extent a conflict of interest exists, receiving written permission from Town Representative to do so. Consultant further represents that it shall not accept a contract or request for any Services which may constitute a conflict of interest because of any prior agreements or arrangements between Consultant and any third party unless the

potential conflict is first fully disclosed to Town and to the third party and both Town and the third party provide written waivers of the conflict.

5. Price and Payment

5.1 Price. Town shall pay for the Services, in accordance with the Proposal, the sum of nineteen thousand eight hundred seventy dollars (\$19,870.00).

5.1.1 The price set forth in the Proposal shall not be changed except by mutual agreement, in writing, by Town and Consultant.

5.2 Terms of Payment. Payment shall be upon completion of the Services.

5.2.1 Town may set off any amount due hereunder from Town to Consultant from any amounts due to any Town from Consultant under this Agreement or any other agreement between Consultant and Town.

5.2.2 Consultant agrees, upon reasonable request, to substantiate that Consultant's billing is in conformity with the terms of this Agreement and to furnish documents verifying each charge billed to the Town on a time and material basis or to the extent required by law. Consultant agrees that all correspondence, books, accounts and other documents and information relating to the Services and prices and expenses payable hereunder for work performed on a time and material and/or reimbursable basis shall be made available to Town, and/or its authorized representatives, for inspection during normal business hours at Consultant's office.

5.2.3 Payments to Consultant may be made by check, wire transfer, or by other means mutually agreed upon by the Parties from time to time.

6. Insurance and Indemnification.

6.1 Insurance. The Consultant agrees to the insurance requirements set forth in the RFP.

6.2 Indemnity. In addition to any other indemnity obligations of Consultant set forth elsewhere in this Agreement, Consultant shall indemnify, defend and hold harmless Town, and their boards, commissions, committees, elected and appointed officials, paid professional advisors, agents and employees, from and against any and all claims, costs, expenses, losses, causes of action, damages, judgments, penalties, fines and liabilities of any kind whatsoever that may accrue or be sustained by any Town, their directors, officers, agents or employees, arising out of the acts or omissions to act of Consultant, or of any other party performing any part of the Services, or the employees of any thereof, in the performance of this Agreement and the Services, except to the extent arising out of the negligence or willful misconduct of Town.

6.2.1 The indemnification obligation of this Section 6.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under any Worker's Compensation Acts, Disability Acts or other Employee Benefit Acts, or the insurance proceeds thereof, nor shall the indemnification obligation described in this Section 6.2 be limited in any way due to any limitation in the insurance coverage carried by Consultant.

6.2.2 The indemnification obligation of this Section 6.2 should be deemed modified as required to exclude that degree of indemnification required aforesaid which is expressly prohibited by applicable law, statute or regulation, if any; but to the extent the aforesaid indemnification obligation is valid and enforceable, it shall remain in effect though modified.

6.2.3 In the event that any claim, loss, cost, expense, liability, damage or injury covered by the indemnification obligations hereunder arise or are made, asserted or threatened against Town, TOWN shall have the right to withhold from any payments due or to become due to Consultant an amount sufficient to protect and indemnify Town from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or TOWN, in its discretion, may require Consultant to furnish a surety bond, at Consultant's sole cost, satisfactory to TOWN guaranteeing such protection, which bond shall be furnished by Consultant within five (5) calendar days after written demand has been made therefor. Consultant may obtain release of any such withheld monies by furnishing TOWN with the aforesaid surety bond or providing some other written assurance which is satisfactory to TOWN, as determined by TOWN in its sole discretion, that Town's interests will be properly protected.

6.2.4 The indemnity obligations of Consultant hereunder shall survive the termination or expiration of this Agreement.

7. Confidentiality and Work Product.

Consultant recognizes that by reason of its performing the Services pursuant to this Agreement, Consultant will gain knowledge of and develop on behalf of Town information relating to and concerned with the past, present and future operations and plans of Town. Consultant covenants and agrees on behalf of itself and all employees and personnel under the control of Consultant to the following conditions:

7.1.1 "Town Confidential Information" means the terms of this Agreement, and documents of any character and the information contained therein, including but not limited to drawings, designs, plans, specifications, floor plans, layouts, security and safety procedures and policies, requisitions, instructions, data, manuals, electronic media, (such as computer disk, computer programs, data stored electronically), and the like: (i) provided or disclosed to Consultant by or on behalf of Town in connection with this Agreement; (ii) learned by Consultant in performing or by virtue of this Agreement; (iii) produced for or developed by or on behalf of Consultant or Town in connection with this Agreement; or, (iv) access to which is obtained by Consultant through use of a computer system utilized by Town, or a representative of Town, and any copies, printout or displays thereof, including any computer programs and data used by Town, or a representative of Town which are stored electronically

and any and all security code numbers or procedures for gaining access to a computer system used by Town, or a representative of Town. Town Confidential Information disclosed in documentary or tangible form to the extent practical shall be marked to indicate its confidential nature. In the case of Town Confidential Information disclosed orally or visually, Town shall confirm in writing the fact and general nature of each disclosure within thirty (30) calendar days after it is made.

7.1.2 Town Confidential Information and any rights therein shall be and remain the property of the Town.

7.1.3 Consultant, for itself and on behalf of its officers, employees and agents, agrees: (i) to hold Town Confidential Information in strict confidence and not to disclose any part of it to others, exercising at least the same degree of care as Consultant takes in protecting its own trade secrets; (ii) not to disclose Town Confidential Information without TOWN's prior written consent to any entity or person other than Consultant's employees who require disclosure to perform the services in connection with this Agreement; (iii) not to allow any persons or entities other than such employees access to Town Confidential Information, and then only upon execution by the employee of the confidentiality agreement referenced in Section 7.1.7 below; and, (iv) not to make any use not authorized, in writing, in advance by TOWN of Town Confidential Information. Consultant shall not be prevented, however, from using or disclosing information: (i) which is or becomes published or otherwise publicly available through no breach of this Agreement; (ii) which is already known to Consultant at the time of disclosure by Town as evidenced in writing; or, (iii) which Consultant later lawfully learns from some source other than directly or indirectly from Town. The burden of proving that information or data is not Town Confidential Information shall be with the Consultant.

7.1.4 Consultant shall not attempt to gain unauthorized access to any Town Confidential Information and in the event access is obtained, Consultant shall immediately report that fact to TOWN and to the extent possible explain the details of the procedure used to gain such access.

7.1.5 The obligations of this Section 7.1 shall continue with respect to any Town Confidential Information for a period of one hundred and twenty (120) calendar months from the date of termination of this Agreement.

7.1.6 Within thirty (30) days after termination of this Agreement or upon written request by TOWN, whichever is earliest, Consultant shall return to TOWN all Town Confidential Information (including that generated by or on behalf of Consultant which is in the possession of Consultant or its employees or Subcontractors and is in tangible form) and all copies thereof, or with TOWN's prior written approval Consultant shall destroy the same and certify in writing, such destruction to TOWN.

7.1.7 Consultant shall require the same covenants and agreements from third parties to whom Town Confidential Information is disclosed upon approval of TOWN. Consultant shall inform its employees assigned to performance of this Agreement of Consultant's obligations contained in this Section 7.1, and shall require such employees to sign agreements of confidentiality containing nondisclosure/nonuse obligations as those set forth in this Section 7.1 prior to giving them access to Town Confidential Information.

Consultant shall review on an annual basis with such employees the obligations of confidentiality that each employee has to the Town.

7.2 Work Product. Work Product shall be the sole and exclusive property of Town and may be used by Town for any purpose whatsoever without Consultant's or its employee's consent and without obligation of any further compensation to Consultant or its employee and shall be delivered by Consultant or the employee to Town upon request by Town. Consultant shall not use any portion of the Work Product in any projects for any third party.

8. Force Majeure.

8.1 The performance by either Party of any covenant or obligation on its part to be performed under this Agreement shall be excused by floods, riots, fires, accidents, wars, embargoes, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond the affected Party's reasonable control and which is not due to the affected Party's fault or negligence ("Force Majeure Event"), provided that: (i) the Party whose performance is affected by the Force Majeure Event promptly notifies the other Party and uses reasonable efforts to mitigate adverse effects upon the other Party; and, (ii) the Party's obligation to perform shall be suspended only for the duration of the Force Majeure Event and a reasonable recovery time thereafter. In the event the Force Majeure Event continues for ten (10) consecutive calendar days, Town, at its option, may terminate this Agreement upon notice to Consultant. For purposes of this Agreement, the current COVID-19 pandemic and any emergency or executive orders issued thereof shall not be considered a Force Majeure.

9. Termination.

9.1 If Consultant institutes or has instituted against it proceedings in bankruptcy, dissolves or liquidates its business, assigns or attempts to assign its business assets for the benefit of creditors, or if a receiver shall be appointed on account of its creditors, or if a receiver shall be appointed on account of its insolvency, or if its financial condition is such that the Town, in its reasonable opinion, has concern about its ability to fully meet its obligations under this Agreement, the Town may immediately terminate this Agreement upon written notice. Further, if either Party shall default in the performance of any undertaking or obligation to be performed by it under this and if within ten (10) calendar days after written notice thereof from the other Party (specifying in such notice the thing or matter in default) it fails to cure such default, the Party serving such notice, may without prejudice to any other right or remedy, terminate this Agreement; a failure to perform by Consultant due to a strike, lockout, labor stoppage or labor troubles of any type or nature shall not excuse Consultant from performance of this Agreement, and any failure to perform as a result thereof shall be deemed a default hereunder by Consultant. Notwithstanding the foregoing, in the event Consultant in any manner fails to perform its obligations under this Agreement in a timely manner and as required by this Agreement for any reason whatsoever, including without limitation due to a strike, lockout, labor stoppage or other labor trouble, the Town immediately may suspend the Agreement, without any obligation or compensation to Consultant.

In addition, the Town may, upon five (5) days advance written notice, terminate this Agreement for the Town's convenience. In the event that the Town terminates this Agreement

for its convenience, the Town's sole liability to Consultant shall be to pay for services rendered as of the date of termination. In no event shall Consultant be entitled to or claim any indirect or consequential damages.

10. Notices.

10.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party:

To Town: Susan Gruen, Town Attorney
Town of Hamden
2750 Dixwell Avenue
Hamden, CT 06518

With a copy to: Dale Kroop
Town of Hamden
2750 Dixwell Avenue
Hamden, CT 06518
dkroop@hamden.com

To Consultant: Jim Damicis, Senior V.P.
Camoin Associates, Inc.
120 West Avenue
Saratoga, NY 12866

11. Miscellaneous.

11.1 Independent Contractor. Consultant's relationship with the Town under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed as being inconsistent with that status. Consultant shall be solely responsible for its employees, subcontractors and agents and for their benefits, contributions and taxes, as applicable and shall indemnify and hold Town harmless from any and all liability arising therefrom.

11.2 Subcontracts. Consultant may not subcontract any portion of the Services without prior written approval of the Town, both in respect of that portion of the Services to be subcontracted and the proposed Subcontractor therefor. Any such approval shall not relieve Consultant of any of its duties, obligations, warranties, liabilities or responsibilities

under this Agreement. Consultant shall assure the performance of all Subcontractors and furnish such information relative to Subcontractors as the Town may at any time reasonably request, including but not limited to furnishing the Town with a copy of the subcontract. Nothing contained in this Agreement shall create any contractual relationship between the Town and any Subcontractor of Consultant, but Consultant shall be fully responsible to the Town for all acts and omissions of its Subcontractors, their agents and employees, as Consultant is for the acts and omissions of all persons directly employed by Consultant. Consultant shall require its Subcontractors to be bound by the terms and conditions of this Agreement. All portions of the Services performed for Consultant by a Subcontractor shall be pursuant to an appropriate agreement between Consultant and such Subcontractor (and where appropriate between subcontractors and sub-subcontractors).

11.3 Assignment. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other (which consent shall not be unreasonably or untimely withheld), and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void. If the non- assigning Party fails to respond within twenty (20) business days to a written request by the assigning Party for written consent to the assignment, the non-assigning Party will be deemed to have consented to the assignment. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto, including without limitation, any purchaser of Consultant's or Town's respective businesses or facilities as to which this Agreement relates.

11.4 Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement shall in no way constitute or be construed as a waiver of that or any other provision of this Agreement, nor in any way to affect the validity of this Agreement or any provision thereof or the right of such Party to enforce thereafter each and every provision of this Agreement. No waiver of any provision or breach of this Agreement shall be deemed to be a waiver of any other provision or breach. The remedies herein reserved by the Parties shall be cumulative and additional to any other or further remedies provided in law or equity which the Parties may possess.

11.5 Remedies. Any right or remedy of either Party set forth in this Agreement shall not be exclusive, and, in addition thereto, both Parties shall have all rights and remedies under applicable law, including without limitation, equitable relief.

11.6 Governing Law. This Agreement and the relationship and rights of the Parties hereunder are made under and shall be governed by the local laws of the State of Connecticut (without giving effect to the conflict of law principles thereof).

11.7 Reformation. In the event any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which it shall be severed from this Agreement, with the balance of this Agreement continuing in full force and effect.

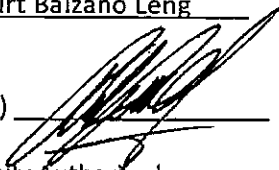
11.8 Entire Agreement. This Agreement, including all documents referenced herein and therein, contains the entire agreement of the Parties with regard to the subject matter hereof and thereof and supersedes any prior communications, commitments,

representations or warranty, or contracts between the Parties relating to the subject matter hereof and thereof. No modifications of this Agreement shall be of any force or effect unless reduced to a writing which specifically references this Agreement, states an express intent to modify or amend this Agreement, and is signed by the Parties claimed to be bound thereby.

The parties have executed this Agreement as of the Effective Date.

TOWN OF HAMDEN ("TOWN")

Name (Print): Curt Balzano Leng

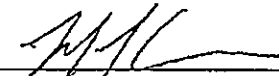
Name (Signature) 

Title: Mayor, Duly Authorized

Date 08/31/2020

CAMOIN ASSOCIATES, INC. ("Consultant

Name (Print): Robert J. Camoin

Name (Signature) 

Title: President & CEO

Date: 8/31/2020