CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ___ day of _____, 20__ by and between _____, located at _____ hereinafter referred to as "CONSULTANT" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".

WHEREAS, the Village of Irvington intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the OWNER'S project _____;

WHEREAS, the CONSULTANT has represented that he possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. **SCOPE OF WORK**

The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A" attached hereto and incorporated herein.

II. **TIME OF PERFORMANCE and TERM**

The services to be performed hereunder shall commence upon receipt by the CONSULTANT of a written "Notice to Proceed" from the OWNER and completed within 6 months.

III. **COMPENSATION AND PAYMENT**

For satisfactory performance of the services described above, the OWNER shall pay to the CONSULTANT the not-to-exceed sum of $_____ plus reimbursable expenses at cost, but not to exceed $750.00. The CONSULTANT shall bill the OWNER monthly for actual work completed in accordance with the hourly rate schedule in Exhibit "B" up to the not-to-exceed sum. Each invoice must clearly describe the services rendered to date by CONSULTANT. Any reimbursable expenses must be itemized separately on each invoice. The OWNER shall release payment to the CONSULTANT within 60 days of receipt of an approved invoice.

IV. COMPLIANCE WITH LAWS

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.

VII. EXTRA WORK

If the CONSULTANT is of the opinion that any work that the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the OWNER, in writing, of this fact prior to beginning any of the work. In the event that the OWNER determines that such work does constitute extra work, the OWNER shall provide extra compensation to the CONSULTANT in a fair and equitable manner, either through a lump sum amount or on an hourly basis in accordance with the Salary Schedule attached in Exhibit “A”.

VIII. TERMINATION FOR CONVENIENCE

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.

IX. **DEFAULT**

Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:

a) declare the CONSULTANT to be in default,
b) cancel this AGREEMENT in whole or in part,
c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

X. **INDEMNIFICATION**

The CONSULTANT shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONSULTANT, his subcontractors, agents or employees in connection with his services under this Agreement. The CONSULTANT specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

XI. INSURANCE REQUIREMENTS

The CONSULTANT shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:

1.) Employer's Liability	$1,000,000
2.) General Bodily Injury	$1,000,000 each occurrence
3.) General Property Damage	$1,000,000 each occurrence
4.) Automobile Bodily Injury	$1,000,000 per injury and $1,000,000 each occurrence
5.) Automobile Property Damage	$1,000,000 each occurrence
6.) Professional Liability	$500,000

Prior to commencing performance, the CONSULTANT shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured on coverages furnished under 1-6 inclusive.

XII. INDEPENDENT CONSULTANT

The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.

XIII. RECORDS

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.

All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

XIV. **PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XV. **TRANSFERABILITY OF INTEREST**

The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

XVI. **GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVII. **SUPPLEMENTS TO AGREEMENTS**

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Scope of Services
Exhibit "B" - Hourly Rate Schedule

XVIII. **ENTIRE AGREEMENT - AMENDMENTS**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington	
(OWNER)	(CONSULTANT)
Lawrence S. Schopfer	
Name	Name
Signature	Signature
Village Administrator	
Title	Title