

CHA
SHORT FORM AGREEMENT

THIS AGREEMENT is made this 3rd day of December, 2019 by and between CHA Consulting, Inc. (hereinafter "CHA") and Town of Chilmark (hereinafter "Client"). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference. CHA shall perform all Services in conformance with applicable federal, state, and local laws, by-laws, rules and regulations in effect at the time of performance of the Services.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA's performance of the Services. The obligations of the Client shall be subject to appropriation. In the absence of appropriation, this Agreement shall be terminated without liability of the Client for damages, lost profits, penalties, or other charges arising from termination, except that CHA shall be compensated for all Services provided prior to said termination pursuant to the terms of this Agreement.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within thirty (30) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within thirty (30) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services properly performed until the receipt of notice plus, unless termination is by CHA, or by the Client for cause, any fees and/or costs reasonably necessary to properly terminate the project.

6. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA's property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA hereby

grants to the Client a nonexclusive license to use said instruments of service, and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall have the right of continued use of CHA's drawings, plans or other documents for purposes of the Project, provided that the Client meets its payment obligations as set forth in Sections 4 and 5 of this Agreement. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials to the extent authorized by applicable law.

7. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

8. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

9. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

10. Insurance

CHA shall procure and maintain at its own expense worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim. All policies shall be with companies lawfully authorized to write such insurance in Massachusetts with a rating of "A" or better, shall name the Client as an additional insured (except the professional liability policy and workers' compensation policies) on a primary basis, and shall contain a waiver of subrogation clause, and CHA shall be responsible for all deductibles under all such insurance.

11. Indemnification

(a) CHA shall indemnify and hold harmless Client, its officers and employees, and members of its Firehouse and EMS Headquarters Building Committee, from and against any and all claims, damages, losses and reasonable expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from CHA's performance of the services under this Agreement, to the extent that such claim, damage, loss or expense is caused by or the result of the willful misconduct or negligent acts or omissions of CHA, anyone directly or indirectly employed by CHA, its consultants, representatives, agents, and anyone for whose acts it may be responsible. This indemnification obligation does not require CHA to indemnify Client for such claims, damages, losses or expenses to the extent caused by parties other than: CHA, anyone directly or indirectly employed by CHA, its consultants, representatives, agents, and anyone for whose acts CHA may be responsible.

(b) The indemnification obligation under Section 11(a) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CHA under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) CHA shall be solely responsible for all local taxes or contributions imposed or required under the social security, workers' compensation, and income tax laws applicable to it with respect to its duties and obligations under this Agreement. The foregoing language shall not be construed as a limitation of CHA's liability under this Agreement or under any applicable law.

(d) The indemnification obligations in this Section 11 are in addition to, and not in limitation of, any other rights and remedies available to Client, and shall survive the expiration or earlier termination of this Agreement, but in no event shall exceed any applicable statute(s) of limitation or repose.

12. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

13. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.

14. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CHA		CLIENT	
By: _____		By: _____	
Name: _____		Name: _____	
Title: _____		Title: _____	
Date _____		Date: _____	

