

**The Hebron Public Building Committee  
on Behalf of  
The Town of Hebron**



**Town Of Hebron  
15 Gilead Street  
Hebron, CT 06248**

**(860) 228-5971 Opt. 0  
(860) 228-4859 (Fax)**

**January 9, 2023**

**REQUEST FOR QUALIFICATIONS and PROPOSAL**

**BID # 2023-02**

**Evaluations of Existing Municipal Facilities and  
Recommendations for:**

**Town of Hebron and Hebron Board of Education**

**Proposals due: Thursday, February 2, 2023 by 2:00 p.m.**

**QUESTIONS CONCERNING PROPOSAL:**

**E-MAIL: [atierney@hebronct.com](mailto:atierney@hebronct.com)**

## REQUEST FOR QUALIFICATIONS AND PROPOSAL

RFP # 2023-02

### Evaluation of Existing Municipal Facilities and Recommendations for: Town of Hebron and Hebron Board of Education

The Town of Hebron is soliciting qualifications and proposals from Architectural Firms to provide the Evaluation of Existing Municipal Facilities and Recommendations for them (the Buildings).

The selected Architectural Firm (The Firm) shall be the "Lead" on the Project. The Firm shall demonstrate their experience in similar Evaluations of Existing Municipal Facilities and Proposed Recommendations based on their findings. The statement of Qualifications and Proposal must identify both the Architect and the Project Manager (A/PM), if not the same individual, that is experienced in such similar projects that will be responsible for the undertaking the evaluation and recommendations of the municipal buildings. The designated A/PM shall have been responsible for at least three (3) similar of the five (5) or more listed projects that shall be similar nature.

The selected Firm shall obtain and include in its proposal, the services, including but not limited to, the following disciplines: Hazardous Material and Environmental Engineers, Civil Engineer, Landscape Architect, Food Service Designers, Structural Engineer and Mechanical (Including Energy and Building Management), Electrical (Including Data, Technology, Security and Telecommunications), Plumbing and Fire Protection Engineers, all registered in the State of Connecticut. Their scope of work shall include, but not be limited to, reviewing the existing facilities and providing their recommendations and shall be submitted as part of a comprehensive evaluation that identifies their findings and recommendations and submit such to the Hebron Public Building Committee (The Committee).

The selected Firm shall submit such report under the designated Architect's seal and signature.

**It is the intent of the Town of Hebron to award the work under this request for proposals to one Architectural firm.**

Pre-proposal site visits will be held and begin at the Hebron Town Office Building, 15 Gilead Street, Hebron, Connecticut, on **Wednesday, January 18, 2023 at 12:00 noon. Immediately following, attendees will continue to a pre-selected number of some of the municipal buildings. Attendees should anticipate that the tours will consume all of the afternoon.** Site visits are not mandatory; however, it is recommended interested parties attend to be familiarized with the project. Visits will be held rain or shine. Proposers that would like to re-visit one of the pre-selected sites or ones that were not visited during the Pre-Bid Conference should contact the Andrew Tierney via e-mail at: [atierney@hebronct.com](mailto:atierney@hebronct.com).

Firms responding to the RFQ/RFP should submit a sealed proposal including: one (1) signed original and eight (8) printed copies along with an electronic version on a flash drive to: Town of Hebron c/o Andrew Tierney, Town Manager, Town Office Building, 15 Gilead Street, Hebron, Connecticut 06248. All proposals must be in HARD COPY format and be received no later than **2:00 p.m. on Thursday, February 2, 2023.**

The Town of Hebron reserves the right to waive any defect in any proposal and reserves the right to reject any/all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Policies of the Town of Hebron.

Date: January 9, 2023  
Hebron, Connecticut

\_\_\_\_\_  
Andrew J. Tierney Town Manager

## **EXPECTATIONS**

**The Project** consists of the listed Municipal Buildings and the two public Elementary schools and their adjoining sites and the selected Firm will be expected to provide the services enumerated for the listed municipal buildings and schools as one project and not to be split apart.

The Town will execute all agreements and approvals as recommended by the Hebron Public Building Committee.

The selected Firm will coordinate with all authorities having jurisdiction including, but not limited to the Town of Hebron, Board of Education, Building Official, Fire Marshal, Planning and Zoning Commission and any other Municipal agency or department that may be involved.

The selected Firm will be expected to develop a list of issues that they identify that are not in compliance with current Federal and/or State Codes; not in compliance with ADA and/or accessibility requirements.

The selected Firm will be expected to present and deliver their final completed report to the Hebron Public Building Committee (HPBC) no later than **four (4) months** from award of contract.

## **BACKGROUND**

### **LISTED MUNICIPAL BUILDINGS, OFFICES, & SCHOOLS**

**Town Office Building** is located at 15 Gilead Street also known as Route 85. The building was constructed in 1963. In 1982 the building was more than doubled in size by construction of a 36' x 54' two story addition. In 2009, a small addition which included an elevator was undertaken to address some accessibility issues in the building. The building is 8,264 square feet and is of wood frame construction with a brick veneer. The facility is used to support the day-to-day activities of various town departments, i.e., Town Clerk, Finance, Town Manager, Tax Collector, Assessor, Registrar of Voters, etc.

**Horton House** is located at 8 Marjorie Circle and is walking distance across the parking area from the Town Office Building. The wood framed building is 2,361 square feet and was originally built in 1860 as a residence and dental office. In 1988 the Town purchased the building along with 1.2 acres of land. The facility is used to house the day-to-day operations of various town departments, i.e., Planning, Building, Wetlands Agent, etc.

**Daniel G. Horton Memorial Records Building** is located at 2 Marjorie Circle. The building is one story and is 422 square feet and was constructed in 1909. The structure of the building is constructed of masonry with galvanized steel and the roof is slate. The building is used exclusively for the storage of town records that do not need to be accessed on a daily basis.

**Russell Mercier Senior Center** is located at 12 Stonecroft Drive. The original facility was approximately 3,700 square feet when it was constructed in 1990. In 2002, additions and extensive renovations were undertaken to the building and construction was completed increasing the square footage of the building to approximately 6,000 square feet. The facility offers many programs catered to the Towns' senior population including exercise classes and wellness programs. The center has offices, a library, lounge, multi-purpose room, health room, a warming kitchen.

## **PUBLIC LIBRARY**

**Douglas Library** is located at 22 Main Street also known as Route 66. The original building was constructed in the late 1800's and is wood framed construction. There have been additions over the years, with the most recent a sizeable three-story addition was constructed in 1998 and is a steel frame with concrete floors. The building is 7,240 square feet and is the Town's public library. The ground level has several offices and meeting rooms. There is a large meeting room which is used by Boards, Commissions and public meetings when the large meeting room in the Town Office building is deemed too small or if there is a scheduling conflict. The second floor is dedicated to books, computer stations, and offices and the third floor is dedicated to children's books. During 2021, the town removed and replaced all of the existing air handling units, split systems and two roof top units. All windows have recently been replaced. It is anticipated that in 2023 the existing roofing system, gutters and downspouts will be removed and replaced.

## **PUBLIC SAFETY**

**Public Safety Building** is located at 44 Main Street also know as Route 66. The facility is 9,600 square feet and was constructed in 1985. The public safety building houses Fire Station #1 and also has offices for the Fire Chief, Fire Marshal, EMT, resident state trooper, and associated support staff.

**Fire Station No. 2** is located at 663 Church Street also known as Route 85. The facility, which was constructed in 2004, is located on 4.07 acres of land. It is 9,718 square feet and contains three (3) service bays, a training room, several offices, and a kitchen. The facility provides proper response time to calls from the southern half of town.

**Fire Station No. 3** is located at 164 North Street also know as Route 85. The original facility was constructed in 1970 and contains two (2)-bays. In 1988, a 16' x 46' single bay was added and in 1998 two other additions were incorporated into the building. The current facility is 3,010 square feet. Although the firehouse is located on 1.82 acres of land a majority of it is designated at either wetlands or areas of filled wetlands.

### **PARK OPERATIONS BUILDING**

**Burnt Hill Park**-is located at 148 East Street and **the scope of the evaluation shall only include the Park Operations Building which is located on this site.** The entire Park was constructed in 2009 and is located on a 109.09-acre site. There are fields for football, baseball, soccer and a multi-purpose field. There are four building structures on site: Park Operations Building, public toilet facilities, irrigation building, and a covered pavilion. The Park Operations Building also includes the offices for the Parks and Recreation Department. The Public Works Department also uses a portion of the Parks Operations Building for storage of seasonal equipment.

### **PUBLIC ELEMENTARY SCHOOLS**

**Gilead Hill School** is located at 580 Gilead Street also known as Route 85 and on a 25.4-acre site. The original building was constructed in 1967. Since then, there have been additions to the original building that were completed in 1970, 1988 and 2000. The building is one story with approximately 68,000 gross square feet and supports the education of the Towns' Pre-Kindergarten through 2<sup>nd</sup> graders. The school also includes a media center, computer lab, activities room, kitchen, storage and mechanical rooms, toilet rooms and a multipurpose room serving as both as a gymnasium and cafeteria. The building also houses: Hebron Public Schools Superintendent's Offices, AHM Youth Services Family Resource Center and Hebron Parks and Recreation PREP (before and after school) Program.

The state designation is 0670211

**Hebron Elementary School** is located at 92 Church Street also known as Route 85 and is on a 7.50-acre site. The original building was constructed in 1947. Since then, there have been four additions to the original building which were completed in 1957, 1963, 1988 and 2000. The building is one story with a partial basement with approximately 72,000 gross square feet and supports the education of the Town's 3<sup>rd</sup> through 6<sup>th</sup> graders. The school also includes a media center, gymnasium, computer lab, kitchen, storage and mechanical rooms, toilet rooms and a multipurpose room serving as both a gymnasium and cafeteria. Recently, the Town replaced all of the domestic hot and cold-water piping distribution systems and associated domestic water heating systems in response to concerns about lead in the existing system.

The state designation is 0670111

### **SCOPE OF SERVICES**

The selected Firm will provide comprehensive analysis, evaluation and recommendations of all aspects of the project for all listed municipal buildings and assist the Town of Hebron to plan and strategize the next steps to address all issues and concerns that are uncovered.

The selected Firm shall also provide services associated with the evaluation of technical and financial aspects of the project including budgeting and estimated costs to address all issues and concerns that are uncovered.

The selected Firm shall provide a comprehensive analysis and evaluation of the project to include the following:

#### **The Project Description – A Brief Outline of Awarded Contractor Responsibility**

1. The intent of the Facilities Evaluation is to provide a global and holistic assessment that should include assessments in the following areas: Facility Planning, Programming, Site Assessment, Feasibility Studies, Projected Ten (10) Year Town Population, Demographics, and Projected Student Enrollment.
2. **Building Inventory**-Include an expanded narrative description of each listed municipal property, describing the building features and the conditions of each building and the major systems. Potential upgrades, renovations, and additions should be identified along with the rationale for such action. If contemplated, building abandonment, demolition, and/or replacement shall be identified and justifications provided.

3. The Building Inventory shall include the following general areas of assessment:
  - Current Condition of the Facility;
  - Current and Proposed New Construction;
  - Current and Proposed Additions;
  - Current and Proposed Alterations to Each Facility and Reconstruction of Each Facility;
  - Major System Replacements, Repairs, and Maintenance;
  - Energy Consumption and Suggested Strategies and Methods to Reduce them
4. The Building Inventory shall include the following specific areas of assessment and may vary at each building and shall include, but are not limited to the following:
  - Foundation;
  - Basement;
  - Roofing: construction, coverings, openings;
  - Floor Construction;
  - Exterior Enclosure and Fenestration: exterior walls, windows, glass, glazing, curtainwall, storefront, and doors;
  - Interior Construction, partitions, interior doors, hardware;
  - Interior Finishes: wall, floor, ceiling finishes;
  - Plumbing: fixtures, domestic water distribution system, sanitary waste, rain water systems and identification of existing and active leaks
  - HVAC: energy supply, heat and cooling generating systems; distribution systems, terminal and package units, controls, automation, and instrumentation, system testing and balancing;
  - Fire Protection: sprinklers, standpipes, fire protection specialties, alarm systems;
  - Electrical: electrical service and distribution, site lighting, branch wiring, site communications, security, data and technology;
  - Equipment: commercial, institutional and food service;
  - Site Improvements: roadways, parking lots, pedestrian paving, site development, landscaping, pedestrian traffic flow and patterns, vehicular traffic flow and patterns;
  - Mechanical utilities: water supply, sanitary sewer, storm sewer, gas services, heating/cooling distribution;
  - Renovations and Additions;
  - Technology;
  - Harmful substances and/or environmental contaminants;
  - Indoor air quality;
  - Playgrounds and recreational play areas;
  - American Disability Act (ADA) Compliance;
  - Fire and Life Safety Compliance;
  - Building Code Compliance;
  - School safety and security;



- Current compliance with COVID-19 recommended safety and protocols;
  - Other components and items;
5. Assess the function, space needs, and programmatic needs of each department or function, including projected growth requirements to determine building net and gross area requirements to meet those programmatic needs.
  6. Solicit input and feedback from the Town and School Administration, Hebron Board of Education, on the effectiveness of the current facilities, concerns, issues and their vision for improving them.
  7. Establish projected cost estimates of each Architectural, Structural and Mechanical, Electrical, Plumbing and Fire Protection (MEPS) building project, including annual operating expenses comprising of utilities, insurance and the potential impact on staffing levels to support such changes. Assist the Town in its evaluation and selection of each component of the proposed changes.
  8. The Facilities Evaluation shall include an analysis of a review of the space inventory of each municipal property, previously conducted studies, and the number of persons served in each type of space. The analysis shall also include evaluation of space utilization and associated short-term and long-term recommendations for improved use of space. The analysis shall also include a building level capacity study.
  9. All recommended improvements shall include, to the extent practicable, energy efficiency, accessibility, life cycle costs, compliance with goals and tenets of LEED, and other relevant considerations.
  - 10. The Facilities Evaluations and Recommendations for the Gilead Hill and Hebron Elementary Schools must be undertaken and must be substantially completed in advance of the evaluations and recommendations for the other Towns' Municipal Facilities. Provide a separate project schedule for the elementary schools that details timelines, milestones and the overall durations required to complete this task.**
  11. As it relates to the two public elementary schools, the evaluation process shall include a review of the functional deficiencies and condition issues in the existing schools, education suitability issues, technology readiness issues, special program needs, demographic trends, and capacity issues.

### **General Requirements of The Firm**

1. Coordinate, communicate and seek input and information from all authorities having jurisdiction including, but not limited to the:
  - 1.1. Hebron Town Administration and Staff
  - 1.2. Hebron Public Building Committee
  - 1.3. Hebron Board of Education
  - 1.4. Hebron Building Official

- 1.5. Hebron Fire Marshal
- 1.6. Hebron School Superintendent and Principals
2. Attend monthly meetings and report progress, issues and concerns, etc. with the Hebron Public Building Committee (the Committee) during the all phases of the project.

### **Investigation Phase**

1. A/PM to attend an initial project kickoff meeting with The Committee to review project objectives, project scope, anticipated timelines and milestones of the proposed project. Issue and distribute minutes of meetings to the Committee members and involved parties within one week of said meeting.
2. Review available existing plans and site related documents (if any) and conduct site visits as necessary to gain a full understanding of existing conditions and identify all necessary required work to be included in the Evaluation project.
3. Inspect site conditions to confirm existing documentation accurately portrays existing conditions.

### **SUBMISSION PROCESS AND STRUCTURE**

**Responses to this RFQ/RFP shall include, at a minimum, the following:**

1. **Introduction and Statement of Qualifications –**
  - 1.1. Provide description of your firm's project team member's experience, include similar information for all Consultants and Sub-Consultants Registration and experience, and number of years providing Facilities Evaluation services similar to those outlined in the Scope of Services.
  - 1.2. Provide the name and qualifications of the Firm's Architect and Project Manager/Inspector (if different) for the Project.
2. **Indicate the firm's** summary of services offered. For the Firm/team, provide the name, title phone number and email of the desired contact person during the RFQ/RFP process. Include qualifications of all proposed consultants and sub-consultants that would be involved in the project.
3. **Representative Projects and References** - Provide a list of similar facilities evaluations assignments or work products starting with the most directly relevant projects and client types. Provide at least FIVE (5) specific references for relevant projects completed within the last 10 years, the more recent the better. Three (3) of the listed projects should have been accomplished under the direction of the listed A/PM for this project. Include the project name and location, primary client contacts

and contact information including phone number and email.

4. **Project Understanding and Approach** - Indicate the Firm's familiarity with the project facilities, and understanding of the history and nature of the existing conditions and the objectives of the project. Discuss the Firm's approach to the project and provide a proposed Scope of Work if more varied or enhanced than the Scope outlined in this RFQ/RFP. Note the Firm's internal procedures and practices to ensure quality control and timely completion of services.
5. **Fees** - Provide a lump sum fee proposal inclusive of all expected reimbursable expenses for the work within the Scope of Services for each Phase of the Project. Provide a fee schedule with standard billing rates for personnel that could work on the project.
6. **Invoice Format**-All Invoices from the Firm must be submitted on a monthly and/or on a regular basis using the AIA Forms G702 and G703. The invoice must provide adequate detail and breakdowns for all of the services that will be provided. Please note that no other types of invoices will be accepted.
7. **Schedule** - Provide an overall project schedule with timelines and milestones. Indicate how the timing of the project will be coordinated to minimize impact to listed municipal buildings particularly the two elementary school and library operations. **School and Library operations must remain ongoing at all times throughout the project.** The proposed schedule must indicate specific dates and durations that allow disruptive elements of the evaluation to be done when schools are not in session. **The Facilities Evaluations and Recommendations for the Gilead Hill and Hebron Elementary Schools must be undertaken and must be substantially completed in advance of the evaluations and recommendations for the other Towns' Municipal Facilities. Provide a separate project schedule for the elementary schools that details timelines, milestones and the overall durations required to complete this task.**
8. **Form of Contract Agreement**-The Contractual Agreement between the Town of Hebron and the awarded Firm shall be the AIA B202-2020-Standard Form of Architect's Services: Programming. An amended and edited copy of which is attached to this RFQ/RFP.

## **Additional Requirements**

### **1. Insurance:**

- 1.1. The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. **The Selected Firm shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverages within ten (10) days from contract execution.** All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including

any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1.2. Any aggregate limit shall apply per project. Firm's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Firm. Such policy shall name the Town of Hebron as "additional insured".

1.3. **Commercial General Liability** including Premises-Operations, Independent Consultants or Sub-Consultants, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:

X (Explosion), C (Collapse), U (Underground damage).

1.4. **Comprehensive Automobile Liability** covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

1.5. **Owners Protective Liability:**

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and the Firm's Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:  
The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

1.6. **Worker's Compensation:**

In accordance with Connecticut State Statutes.

Employers Liability Limit - \$1,000,000.

1.7. **Professional liability** – The firm shall provide Professional Liability Insurance (Errors and Omissions) coverage with a limit of at least **\$5,000,000**. The Insurer must be a recognized National Insurance Company.

1.8. **Hold Harmless**

The Firm and its Consultants agree to indemnify, defend and hold harmless the

Town of Hebron and its respective Officers, employees, agents and/or servants against demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Hebron resulting from or arising out of the execution of the Work.

## **2. Non-Collusive Affidavit and Town of Hebron Code of Ethics Policy**

Any act or acts of misrepresentation or collusion shall be the basis for disqualification of any bid or proposal submitted by such person or company guilty of said misrepresentation or collusion. If the bidder has made any misrepresentations or has been involved in collusion and such conduct is discovered after the execution of an Agreement with the Town, the Town may cancel the Agreement without incurring liability, penalty, or damages. The attached Non-collusive Affidavit of Proposer form and acknowledgement of the Town Code of Ethics Policy must be submitted with the formal bid proposal.

### **Directions for Submitting Proposals**

Firms responding to the RFQ/RFP should submit one (1) signed original and eight (8) printed copies along with an electronic version on a flash drive of sealed proposals to:

Town of Hebron  
c/o Andrew Tierney, Town Manager  
Town Office Building  
15 Gilead Street  
Hebron, Connecticut 06248

**All proposals must be in HARD COPY format and be received no later than 2:00 p.m. on Thursday, February 2, 2023.**

Questions regarding this RFQ/RFP shall be directed to:

Name: Andrew Tierney

Email: [atierney@hebronct.com](mailto:atierney@hebronct.com)

Questions must be received via email only (telephone inquiries will not receive a response) by seven days before the date proposals are due. Any addenda will be posted to the Town's website no later than four (4) days before the date proposals are due. It is the respondent's obligation to visit the Town's web page to access and download any addenda.

TOWN OF HEBRON, CONNECTICUT  
Request for Qualifications/Request for Proposal  
BID # 2023-02  
Evaluations of Existing Municipal Facilities and Recommendations  
January 9, 2023

#### Pre-Bid Walkthrough

Pre-proposal site visits will be held and begin at the Hebron Town Office Building, 15 Gilead Street, Hebron, CT on **Wednesday, January 18, 2023 at 12:00 noon**. Immediately following, attendees will continue to a pre-selected number of some of the municipal buildings and should anticipate that the site tours will consume all of the afternoon. Site visits are not mandatory; however, it is recommended interested parties attend to be familiarized with the project. Visits will be held rain or shine. Proposers that would like to re-visit one of the pre-selected sites or ones that were not visited during the Pre-Bid Conference should contact the Andrew Tierney via e-mail at: [atierney@hebronct.com](mailto:atierney@hebronct.com)

#### **Selection Process**

All properly submitted proposals will be reviewed by The Committee. The Committee will determine qualified firms based on the following criteria and may select qualified firms to be interviewed as part of the selection process:

A short list of possible candidates may be created.

Selected Proposers may be interviewed prior to The Committee's selection.

The following will be considered for selection:

- Understanding of the project and completeness of response in relation to RFQ/RFP requirements;
- Project Experience with work of similar size and scope;
- Firm organization and team structure;
- Past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects;
- The approach to the project, including ability to meet project schedule requirements and documented project oversight capabilities;
- Fee proposal.

**TOWN OF HEBRON**  
**Department of Finance**  
**NON-COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition;
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer/Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public  
My Commission Expires  
\_\_\_\_\_

Hebron Code of Ethics  
Effective November 5, 2019

**I. Persons Governed by this Code**

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

**II. Purpose**

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

**III. Definitions**

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest:*** A conflict between one’s obligation to the public good and one’s self-interest.
- B. ***Financial Interest:*** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. ***Gift:*** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However, a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. ***Immediate Family:*** Includes spouse/domestic partner, siblings, child(ren) parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.



- E. ***Independent Contractor***: Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. ***Personal Interest***: Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

#### **IV. Conflicts of Interest**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

#### **V. Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

#### **VI. Gifts**

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

#### **VII. Use of Town Assets**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

#### **VIII. Use of Confidential Information**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

# AIA® Document B202™ – 2020

## Standard Form of Architect's Services: Programming

for the following PROJECT:  
(Name and location or address)

Evaluation of Existing municipal Facilities and Recommendations  
Bid No. 2022-04

THE OWNER:  
(Name, legal status, and address)

Town of Hebron, Connecticut  
15 Gilead Street  
Hebron, CT 06248

THE ARCHITECT:  
(Name, legal status, and address)

### THE AGREEMENT

This Standard Form of Architect's Services is ~~part of the accompanying Owner Architect Agreement (hereinafter, together referred to as the Agreement)~~ dated the    day of    in the year    the Agreement between Owner and Architect for the services described herein and dated:                     

(In words, indicate day, month, and year.)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.  
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The scope of Programming Services provided by the Architect is described in Article 2 and as follows:

(Describe the scope of Programming Services for the Project, as well as any future development, growth, and expansion projections.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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In accordance with the Owner's Request for Qualifications and Proposal No. 2022-04 dated July 5, 2022 ("RFP")

§ 1.1.2 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

As required by State of Connecticut Office of School Construction Grants & Review ("OSCG&R") for the educational portions of the Project.

§ 1.1.3 The Architect shall retain the following consultants:  
*(List name, discipline, address, and other information.)*

All consultants, licensed and registered in the State of Connecticut, required to perform the services set forth in this Agreement shall be retained and paid for by the Architect. The Architect identifies the following consultants:

Structural Engineer:

Hazardous Material and Environmental:

Civil Engineer:

Landscape Architect:

Food Service Designers:

Mechanical (Including Energy and Building Management):

Electrical (Including Data, Technology, Security and Telecommunications):

Plumbing and Fire Protection Engineers:

Others:

§ 1.1.4 The Owner's contractors and consultants that affect the Architect's Programming Services:  
*(List name, discipline, address, and other information.)*

None.

§ 1.1.4.1 In the event the Owner elects to move forward with the Project and submit the educational portions of the Project to OSCG&R, the Owner shall provide educational specifications based upon the final programming option as selected by the Owner.

§ 1.1.5 The Owner's budget for the Project:  
*(List the Owner's budget for the Project.)*

To be determined.

§ 1.1.6 The Owner's schedule for the Project:  
*(State the Owner's schedule for the Project.)*

To be determined

§ 1.1.7 Other Initial Information on which the Architect's Programming Services are based:  
*(List below other information that will affect the Architect's performance of its Programming Services, such as authorized representatives and Owner confidentiality requirements.)*

Programming shall comply with the requirements of OSCG&R with respect to the educational portions of the Project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.



## ARTICLE 2 PROGRAMMING SERVICES

### § 2.1 Administration of Programming Services

§ 2.1.1 Programming Services consist of those services described in Article 1.1 and in this Article 2 and include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project. Services not set forth in Article 1.1 and in this Article 2 are Supplemental or Additional Services.

§ 2.1.2 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders.

§ 2.1.3 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, facilitate and attend Project meetings, and communicate with the programming participants.

§ 2.1.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's ~~consultants, consultants, if any.~~ The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants, consultants, if any.~~ The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.5 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule.

§ 2.1.6 The Architect shall submit program documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

### § 2.2 Identification of Project Values, Goals, and Objectives

§ 2.2.1 Subject to the limits set forth in Section 3.2.3, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, and other relevant criteria.

§ 2.2.2 Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

§ 2.2.3 Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

### § 2.3 Information Gathering

§ 2.3.1 The Architect shall compile and review Project-related information, including the following:

- .1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- .2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- .3 Applicable non-governmental building and planning standards; and
- .4 Relevant historical documents and archival materials.

§ 2.3.2 The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

§ 2.3.3 ~~Subject to the limits set forth in Section 3.2.3, the~~ The Architect shall conduct interviews. In preparation for the interviews, the Architect shall:

- .1 assist the Owner in identifying individuals to be interviewed;
- .2 establish a work plan and schedule for the interviews;
- .3 determine the types of data that could impact the design of the Project; and

- .4 determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

**§ 2.3.4** ~~If applicable, the~~ The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory;
- .2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
- .3 prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

**§ 2.3.5** ~~The Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth in Section 3.2.3, the Architect shall visit the identified facilities and operations.~~

**§ 2.3.6** The Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

#### **§ 2.4 Data Analysis**

**§ 2.4.1** Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

**§ 2.4.2** The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.

**§ 2.4.3** The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

#### **§ 2.5 Initial Program Document and Presentation**

**§ 2.5.1** ~~The To the extent not identified in Article 1.1 the~~ Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial program document for the Owner.

**§ 2.5.2** ~~Subject to the limits set forth in Section 3.2.3, the~~ The Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. ~~Subject to the limits set forth in Section 3.2.3, the Architect shall make~~ The Architect shall make a reasonable number of special presentations to individuals or groups not included as programming participants ~~participants if necessary.~~

#### **§ 2.6 Development of Final Program of Project Requirements**

**§ 2.6.1** Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

**§ 2.6.2** The Architect shall incorporate the Owner's design and facility standards, OSCG&R standards for the educational portion of the Project, and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

**§ 2.6.3** The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces;
- .2 establishing sizes and relationships;
- .3 establishing efficiency factors; and
- .4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.



§ 2.6.4 ~~The~~ In addition to the deliverables set forth in Article 1.1 the Architect shall prepare a final program document detailing all items identified in Sections 2.6.1 through 2.6.3, incorporating written and graphic materials that may include

- .1 an executive summary;
- .2 documentation of the methodology used to develop the program;
- .3 value and goal statements;
- .4 relevant facts upon which the program was based;
- .5 photo documentation of relevant existing site and building features;
- .6 aspirational images;
- .7 conclusions derived from data analysis;
- .8 relationship diagrams;
- .9 flow diagrams;
- .10 matrices identifying space allocations and relationships;
- .11 space listings by function and size; and
- .12 space diagrams, as needed, to convey program information.

§ 2.6.5 The Architect shall review the Owner's budget and Project schedule and provide a preliminary opinion of the program with respect to the Owner's budget and Project schedule. The Architect's opinion of the budget shall be based on current area, volume, or other similar conceptual data.

### ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 3.1 Supplemental Services

§ 3.1.1 ~~In addition to the Programming Services described above, Unless designated as "Included in Programming Services" as set forth below, the Architect shall provide the following Supplemental Services only if specifically designated in the table below as the Architect's responsibility, responsibility and not included in Programming Services, and the Owner shall compensate the Architect as provided in Section 5.2. The Architect shall not receive additional compensation for the services set forth below designated as "Included in programming Services."~~ Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.  
*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or Not Provided)
§ 3.1.1.1 Site evaluation and project feasibility	<u>Included in Programming Services</u>
§ 3.1.1.2 Site planning	<u>Included in Programming Services</u>
§ 3.1.1.3 Master planning	<u>Included in Programming Services</u>
§ 3.1.1.4 Preliminary design	<u>Included in Programming Services</u>
§ 3.1.1.5 Cost estimating	<u>Included in Programming Services</u>
§ 3.1.1.6 Project scheduling	<u>Included in Programming Services</u>
§ 3.1.1.7 Market analysis	<u>Not Provided</u>
§ 3.1.1.8 Detailed existing facility evaluation	<u>Included in Programming Services</u>
§ 3.1.1.9 Questionnaires and surveys	<u>Included in Programming Services</u>
§ 3.1.1.10 Existing FF&E inventory	<u>Not Provided</u>
§ 3.1.1.11 FF&E programming services	<u>Not Provided</u>
§ 3.1.1.12 Other Supplemental Services	<u>Not Provided</u>

### § 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined at a future date by Owner if necessary.

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined at a future date by Owner if necessary

### § 3.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault or negligence of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

§ 3.2.2 Additional Services may be necessitated by circumstances such as (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; or (3) a material change in the Project including size, quality, complexity, or the Owner's schedule or budget.

~~§ 3.2.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~1 ( ) sessions to determine values and goals~~
- ~~2 ( ) interviews for the purpose of gathering data~~
- ~~3 ( ) adjustments to the initial program document~~
- ~~4 ( ) presentations to programming participants~~
- ~~5 ( ) special presentations to individuals or groups not included as programming participants~~
- ~~6 ( ) facility visits pursuant to Section 2.3.5~~

## ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

~~§ 4.2 The Owner shall provide the Architect data and information necessary to complete the Programming Services, such as budget, schedule, design and facility standards, environmental criteria, and other design criteria.~~

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

~~§ 4.4 The~~ To the extent in the Owner's possession, the Owner shall provide the Architect master plans, record drawings, surveys, and other data that pertain to each site or existing facility under consideration for development or redevelopment within the scope of this Agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services.



§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information to facilitate decision-making in accordance with the programming schedule.

## ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Programming Services described in Article 2 as follows:

*(Insert amount of, or basis for, compensation.)*

§ 5.2 For the Architect's Supplemental Services designated in Section 3.1.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Mutually acceptable lump sum fee or time and material based upon hourly rates attached hereto as Exhibit A

§ 5.3 For Additional Services that may arise during the course of the Project, ~~including those under Section 3.2,~~ the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Mutually acceptable lump sum fee or time and material based upon hourly rates attached hereto as Exhibit A

§ 5.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

## ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

*(List other documents, if any, including any exhibits relied on in Section 3.1.)*

Exhibit A Hourly Rates and Reimbursable Expenses. Hourly rates and reimbursable expenses shall not include any further mark-up

## ARTICLE 7 ADDITIONAL PROVISIONS

§ 7.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 7.2 This Agreement does not limit the liability of the Architect for errors and omissions related to the performance of the services set forth herein.

§ 7.3 The Architect shall not use, publish, distribute, sell or divulge any information obtained from the Owner through this Agreement for the Architect's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the Owner. Any reports or other work product prepared by the Architect while performing services under this Agreement shall be owned solely and exclusively by the Owner and cannot be used by the Architect for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. Any information designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Owner.

§ 7.4 As further described in the RFP. The Architect shall maintain the following insurance for the duration of this Agreement and such insurance shall survive termination of this Agreement.



§ 7.4.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000 ) for each occurrence and one million dollars (\$ 1,000,000 ) in the aggregate for bodily injury and property damage. Excess/Umbrella Liability coverage over all general and automotive liability coverages: \$4,000,000.

§ 7.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 7.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 7.4.1 and 7.4.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 7.5.1 Workers' Compensation at statutory limits.

§ 7.5.2 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 7.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five million dollars (\$ 5,000,000 ) per claim and Five million dollars (\$ 5,000,000 ) in the aggregate.

§ 7.7 If coverage is written on a claims made basis, an extended reporting period equivalent to the applicable statute of limitations after the Architect completes all services under this Agreement.

§ 7.8 Additional Insured Obligations. To the fullest extent permitted by law, the Architect and the Architect's consultants shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, and the Hebron Board of Education and their respective officers, elected officials, employees, agents, boards, commissions and volunteers ("Additional Insureds") as additional insureds for claims caused in whole or in part by the Architect's or the Architect's consultants' negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Architect and the Architect's consultants shall provide or cause their insurers to provide at least 30 calendar days direct notice of cancellation to the Owner.

§ 7.8.1 The Architect and the Architect's consultants shall provide certificates of insurance and additional insured endorsements specifically naming the Additional Insureds to the Owner that evidence compliance with the requirements in this Section.

§ 7.8.2 All insurance provisions in this Agreement shall survive termination and/or partial or full performance of the Agreement.

§ 7.9 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Additional Insureds from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Architect's and the Architect's consultant's services under this Agreement, but only to the extent caused by the negligent acts or omissions of the Architect, the Architect's consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 7.9.

§ 7.9.1 In claims against any person or entity indemnified under this Section 7.9 by an employee of the Architect or the Architect's consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 7.9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or the Architect's consultants under workers' compensation acts, disability benefit acts or other employee benefit acts.



§7.9.2 The indemnification provisions herein shall survive termination and/or full or partial performance of this Agreement.

§7.10 Drawings, specifications, estimates, reports, surveys, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or the Architect's consultants are produced for use solely with respect to the Programming Services described in this Agreement shall be deemed a work for hire and shall be the sole property of the Owner. The Architect may, however, use the work product developed pursuant to this Agreement for its general marketing purposes.

#### **§ 7.11 Mediation**

§ 7.11.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 7.11.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Dispute Resolution Center, Danbury, CT ("ADRC") in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.11.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.12 If the parties do not resolve a dispute through mediation pursuant to Section 7.11, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

#### **§ 7.13 TERMINATION OR SUSPENSION**

§ 7.13.1 If the Owner fails to make payments to the Architect when due in accordance with this Agreement, which payments are not the subject of a good faith dispute, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable and documented direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 7.13.2 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.13.3 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 7.13.4 If the Owner terminates this Agreement for its convenience pursuant to Section 7.13.3, the Owner shall compensate the Architect for services properly performed and accepted by the Owner prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, if any. In no event shall the Architect or the Architect's consultants, if any, be entitled to anticipated overhead and/or profit on services not performed or other damages of any kind or nature.

**§ 7.14 Progress Payments**

**§ 7.14.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services properly performed. Payments are due and payable within thirty (30) calendar days after the Owner receives the Architect's invoice. To the extent not approved, the Owner shall within seven (7) calendar days, provide the Architect with the reasons therefore in writing. At which time, the Architect may correct the deficiency and resubmit the invoice for approval. In all events the Owner shall pay all amounts not in dispute in accordance with the terms of this Agreement.

**§ 7.15** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Town of Hebron, Connecticut

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)