

**The Hebron Public Building Committee
on Behalf of
The Hebron Board of Education**



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

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

REQUEST FOR QUALIFICATIONS

RFQ # 2024-07

**Design Services, Project Management and Construction
Administration Services for:**

Gilead Hill School Roof Replacement

Proposals due: Thursday, March 28, 2024 by 2:00 PM

QUESTIONS CONCERNING PROPOSAL:

E-MAIL: atierney@hebronct.com

REQUEST FOR QUALIFICATIONS
RFQ# 2024-07
Design Services, Project Management and Construction
Administration Services for:
Gilead Hill School Roof Replacement

The Town of Hebron on behalf of the Hebron Board of Education is soliciting qualifications from Architectural Firms to provide the Design, Project Management and Construction Support Services and Weekly Inspections for the replacement of the existing roofing surfaces at the Gilead Hill School (GHS), located at 580 Gilead Street (Route 85), Hebron, Connecticut (the School).

The selected Architectural Firm (The Firm) shall be the “Lead” on the Project. The Firm shall demonstrate their experience in similar Roof Replacement Projects and identify both the Architect and the Project Manager (A/PM), if not the same individual, that is experienced in such projects that will be responsible for the Design, Bidding and Contract Administration of the Firm’s roofing projects. The designated A/PM shall be responsible for at least three (3) of the listed projects. In addition to which, the Firm shall also provide the Consulting Services of a Roofing Consultant who must be a "Registered Roofing Consultant-RRC" (the Roof Consultant) holding a current and active certification of such and such certification shall be included as a part of the response to this RFQ.

The selected Firm shall obtain and include in its proposal, the services of a Structural Engineer registered in the State of Connecticut, to review the Design, Code Compliance and Structural Implications of the Design and submit in writing that such a review has been made, finding the Design approved for Construction and submit such findings to the Hebron Public Building Committee (The Committee) under their seal and signature.

The selected Firm shall provide the Design, Details and Code Compliance for the Work and submit in writing that such a such Design is approved for Construction and submit such findings to the Hebron Public Building Committee (The Committee) under the designated Architect’s seal and signature. The selected Firm shall also include all sub-consultants that may be required to assist in completing the Design, Details and Code Compliance work.

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

Pre-proposal site visit will be held at Gilead Hill School (see address above) on **Tuesday, March 12, 2024**, at 10:00 a.m. Site visits are not mandatory; however, it is recommended interested parties attend in order to become familiarized with the project. Visits will be held rain or shine.

Firms responding to the RFQ should submit one (1) signed original, one (1) electronic copy on a flash drive and eight (8) printed copies of sealed qualifications to: Town of Hebron, c/o Andrew Tierney, Town Manager, Town Office Building, 15 Gilead Street, Hebron, Connecticut 06248. All proposals must be submitted in **HARD COPY** and be received no later than 2:00 p.m. on Thursday, March 28, 2024.

The Town of Hebron reserves the right to waive any defect in any proposal and reserves the right to reject any or 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: **February 26, 2024**
Hebron, Connecticut

Andrew J. Tierney/Town Manager

TOWN OF HEBRON, CONNECTICUT / HEBRON ELEMENTARY SCHOOLS
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Roof Replacement at Gilead Hill Elementary School
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EXPECTATIONS

The Project consists of roof replacement and all associated work required therein at the Gilead Hill School and the selected Firm will be expected to provide all of the necessary services listed.

The Town will execute all agreements and approvals as recommended by the Hebron Public Building Committee. For the purpose of this RFQ, the Hebron Superintendent of Schools and/or their designee, is assumed to be included with the Committee.

The selected Firm will be required to develop, compile, and submit all required forms, applications, reports, plans, specifications, attend meetings with **Office of School Construction Grants and Review (OSCGR)** etc. as required for complete application to, and ultimate approval by the State of Connecticut, Department of Administrative Services (DAS), OSCGR for a monetary grant for the school.

The selected Firm will be expected to provide, including but not limited to: working with, guiding, and assisting the Hebron Public Building Committee (HPBC) in developing the scope of work at the school; undertaking the work; selection of the contractor or contractors; and overall oversight to document proper performance of the work; including regular and routine review of the certified wage payment documentation; release of sub-contractors and supplier's lien rights; including the submission of partial and final lien waivers; issuance of guarantees; and project closeout; and Prime Contractor(s) final payment(s).

The selected Firm will coordinate with all authorities having jurisdiction including, but not limited to the Town of Hebron 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 set of plans and specifications that adequately depict a code compliant project at the school.

The selected Firm will be expected to complete and deliver all necessary grant applications, project design work and administer the bidding process so that the replacement of the roof at Gilead Hill School will be substantially completed by **Friday, August 1, 2025**.

BACKGROUND

History:

A "Roof Replacement History" (Report) for the school has been prepared by the Hebron Board of Education dated March 10, 2021 and is included herein as attached. This report gives detailed information on each roof at the school and depicts the areas of the roofs that are to be replaced.

Gilead Hill School has had several roof replacements on various wings. This RFQ addresses the replacement of only the "2000 Wing and Activity Room" as well as the "1968 Wing" both as shown on the attached Report. Both roofs are Sarnafil, fully adhered PVC membrane roofs which are to be replaced. Please refer to the attached report for more added information.

The state designation is 0670211.

SCOPE OF SERVICES

The selected Firm will provide both comprehensive analysis and design capabilities to ensure that all aspects of the project at the Gilead Hill School are considered and assist the Town of Hebron to navigate through the entire roof replacement process, from concept, to design, to construction and completion.

The selected Firm shall provide services associated with the evaluation of the technical and financial aspects of the project, budgeting, grant applications, design, and bidding and construction administration, including in-depth inspections of the existing roofs that are to be replaced.

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

The Project Description – A Brief Outline of Awarded Architect’s Responsibility

1. Prior to the re-roofing work beginning, a Preconstruction inspection of interior ceilings shall be made to determine if water damage has previously occurred. Such prior damage to ceilings shall be so noted and photographed for future reference. After construction, all ceilings or ceiling tiles that were damaged prior to, or during or, subsequent to acceptance of the project by the Owner, shall be replaced as part of the proposed roof replacement work.
2. Remove all roofing materials down to the deck, maintaining the integrity of the roof deck and structure, and dispose of hazardous materials (if required) in appropriate manner.
3. Inspect roof deck and repair problem areas as appropriate. Inspect the soffit and other areas that may have sustained damage due to leaks from the roof membrane above, and replace with materials that match existing.
4. Install new insulation, waterproofing, flashings, and minimum 30-year warranted roofing systems including new fully adhered new membrane roofing for low-slope roofs. Shingled roofs are a part of this project. Shingled roof areas not slated for replacement that are disturbed are to be patched to match existing.
5. Re-pipe roof drains in low slope roofs with overflow style drains adding piping where necessary if deemed necessary by engineering analysis.
6. Clean all roof drains.

General Requirements of The Firm

1. The Firm’s Project Manager and/or the Project Manager from the Registered Roof Consultant shall also be the “Inspector” of the project.
2. Coordinate and cooperate with all authorities having jurisdiction including, but not limited to the:
 - 2.1 Hebron Town Administration and Staff
 - 2.2 Hebron Public Building Committee
 - 2.3 Hebron Building Official
 - 2.4 Hebron Fire Marshal
 - 2.5 Hebron School Superintendent

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2.6 Hebron Board of Education

2.7 Gilead Hill School Principal

- 3 Work with, guide and assist The Committee. Attend monthly meetings during all phases of the project.
- 4 Attend all required meetings with OSCGR staff relating to project approval, grant award and project close-out. When necessary, respond to questions from and / or modify previous submissions to reflect OSCGR requirements.
- 5 Prepare a project implementation schedule indicating timeline for final design, approval, and construction phases of the project.
- 6 Prepare meeting notes for all attended meetings by The Firm with The Committee and all other agencies or bodies and submit meeting notes to The Committee within one week of the meetings.
- 7 All Design Work and subsequent Project Work Requirements and Observations as described, shall be the responsibility of the Firm and under the Seal of the designated Architect.

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 meeting to Committee members and all 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 remediation project.
3. Survey all roofs as part of the design process to confirm that the structural design adequately addresses issues of snow loading due to drifting and piling of snow.
4. Inspect site conditions to confirm existing documentation accurately portrays existing conditions.
5. Coordinate and witness the performance of test cuts where necessary and appropriate. Document findings.
6. Investigate, inspect, and review the roof drainage systems and their conformity with current State of Connecticut standards and codes.
7. Investigate, inspect, and review current roof pitches of the areas of concern and establish if the roof pitches meet the minimum pitches as required by the State Codes for low pitch (flat) roofs.
8. Meet with The Committee and provide a summary of the code conformity process conducted by the Firm and schedule subsequent meeting(s) during the plan development and prior to the required submissions and reviews.
9. **The Firm shall be responsible to undertake forensic evaluations of all roofs that are slated to be removed and replaced to include, but not be limited to, from the top layer of the existing roof membrane down to the existing support deck, whether it be corrugated metal deck, concrete, or wood. This shall also include the investigation in the interstitial space from bottom of the existing roof deck to the top of the ceiling material. Such forensic evaluations shall include roof cuts, infrared (IR) thermal imaging, thermos-scans, etc. to determine any unforeseen conditions that need to be addressed. These evaluations shall identify, but not be limited to: any active or inactive water intrusion not only from the roofing system, but the exterior wall fenestration; active leaks from the existing roof drains or the rain leader piping; conditions of the deck support material and if partial replacements are required; determine if there is any active mold and**

mildew development within interior spaces. All necessary repair, restoration and remediation shall be part of this Re-Roofing Project.

Preliminary Design Phase

1. Provide an analysis of three options:
 - 1.1. Recoat existing Sarnafil Roofs (not an option where Solar system may be placed, verify with The Committee);
 - 1.2. Remove existing membrane and top course of insulation and replace with new insulation and new membrane;
 - 1.3. Total removal and replacement of roofs, insulation, and membranes.
2. Prepare Preliminary Plan documents required for submission and acceptance by OSCGR.
3. Provide a Conceptual Opinion of Probable Construction Costs (COPCC) for all work at the School.
4. Meet with The Committee to review Preliminary Plan and COPCC.
5. Attend Board of Selectmen and Public Informational Meeting to present schematic plans and COPCC.
6. Attend Office of School Grant Program & Review (OSCGR) Pre-Review Evaluation Process (PREP) meeting.

Final Design and Contract Documents

1. Develop final project plans and specifications based on the accepted and agreed to Preliminary plans and guidance from the OSCG PREP meeting.
2. Meet with The Committee to review design plans and implementation schedule.
3. Prepare materials and obtain review and approvals by the local code officials.
4. Prepare final plans and specifications for the remediation project.
5. Prepare final Opinion of Probable Construction Costs (OPCC) for all work included for both schools.
6. Meet with The Committee to review the final plans and specifications and OPCC.
7. Prepare all materials and documentation and obtain all approvals as required in the OSCGR Form SCG-1000 Preconstruction Review (PCR) Meeting.
8. Attend OSCGR PCR Meeting.
9. Make necessary contract document revisions, address all outstanding review comments, and provide necessary documentation to obtain the OSCGR Plan Approval Letter.
10. Provide and include in the Bid Documents a “Site Safety and Logistical Plan” for the school.

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Bid Phase

1. Provide construction contract bid documents and submit for review to the Town Attorney and Insurance provider. Ensure bidding documents meet all Local, State, and Federal requirements and regulations.
2. Provide bidding documents and advertisements in appropriate format to the Town of Hebron and to appropriate state websites.
3. Coordinate bidding procedures with the Town, including bid advertisement and submittal requirements and provide the required number of contract documents bid sets.
4. Respond to contractor pre-bid questions and prepare and distribute addenda.
5. Attend pre-bid meeting, respond to bidder questions, and issue bid addenda.
6. Attend bid opening and tabulate bid results.
7. Review bids, contractor qualifications and recommend award to contractor(s).
8. Upon notice of award, review awarded contractor's bid submissions including bonds and insurance. Advise the Town when all contract requirements have been met so that an Agreement and Notice to Proceed can be executed.

Construction Administration

1. Schedule and attend a pre-construction meeting with the contractor, Town Officials, Committee representatives and other involved agency representatives. Prepare and circulate meeting minutes.
2. Review and approve all contract submittals and shop drawings; and ensure all required materials testing is completed and approved.
3. Attend Weekly construction progress meetings and provide minutes of meeting and progress updates to members of the Building Committee within one week of progress meetings.
4. Answer contractor Requests For Information (RFI's), coordinate field changes and process necessary Change Orders (CO's) after review with the Building Committee.
5. Monitor the payment requisition process to include prevailing wage payment documentation, final payment and release of sub-contractors and supplier's lien rights. Make recommendations to Owner for payments to contractor(s).
6. Solicit, record and review of all Certified Payrolls from the Prime Trade Contractor but also from all of their sub-contractors. The review shall include, but not be limited to, that the wage rates being paid for each Tradesperson are correct and that the Trade Classification for each Tradesperson is also accurate. The timely and accurate submission of Certified Payrolls shall be a requirement for payment requisitions being advanced for payment. At the completion of the project all Certified Payrolls shall be turned over the Town of Hebron and shall be filed in folders by the respective trade company.
7. Validate that Certified payrolls are complete and up to date as a requirement for requisition payment.
8. Solicit, collect and submit to the Town of Hebron, both partial and final lien waivers from the Prime Trade Contractor, Sub and Sub-Sub Contractors and Suppliers.
9. Identify all expenditures that are reimbursable through the Grant Program and assist the Town/Board of Education in providing required documentation to receive reimbursement payments.
10. Conduct inspection for substantial completion and issue punch list for completion.
11. Conduct final inspection and recommend acceptance of the Project.

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12. Monitor Prime Roofing Trade Contractor to be sure that required CHRO forms are being submitted in a timely fashion, I.E. Affirmative Action Plan, Monthly Utilization Report, etc.

Weekly Inspection Duties by the Firm’s Project Manager or the Firm’s Roofing Consultant

1. Provide Weekly On-Site Roof construction inspections, separate from, the required Weekly Construction Meetings.
2. The On-Site Inspections shall average a minimum of two (2) hours per week. Such onsite inspections to ensure that work is progressing in accordance with the approved plans, schedule, and contract specifications.
3. Weekly reports shall be logged.
4. Weekly photos of the progress of the work shall be taken and logged.
5. The Inspector shall be the Firm’s Project Manager or the Roof Consultant’s RRC Project Manager, unless otherwise approved by The Committee.
6. Insofar as practical, the PM/Inspector shall be the same person that meets The Committee monthly and shall remain the same person throughout the projects to completion.
7. **Provide a fee for any additional Construction Administration meetings should they be required.**

SUBMISSION PROCESS AND STRUCTURE

The Town of Hebron, through its Public Building Committee (PBC) for the Project and on behalf of the Hebron Board of Education shall procure professional architectural services for the Project in accordance with Conn. Gen. Stat. § 10-287. The procurement process shall involve requests for qualifications, followed by requests for proposals, including fees, from the proposers meeting the qualifications criteria of the request for qualifications process. Following the qualification process, the Public Building Committee for the Project shall evaluate the proposals to determine the four most responsible qualified proposers using those criteria previously listed in the requests for qualifications and requests for proposals for selecting architectural services specific to the Project. The evaluation criteria for this Project includes due consideration of the proposer's pricing for the Project, experience with work of similar size and scope as required for this Project, organizational and team structure, including any subcontractors and subconsultants to be utilized by the proposer for the Project, 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 and documented contract oversight capabilities, and any other criteria set forth in this RFQ. Final selection by the Public Building Committee will be limited to the pool of the four most responsible qualified proposers and shall include consideration of all criteria included within this RFQ. As used in this subdivision, “most responsible qualified proposer” means the proposer who is qualified by the Public Building Committee when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in this RFQ.

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

1. Introduction and Statement of Qualifications –

- 1.1. Provide description of your firm’s project team members experience, including Roofing Consultant’s Registration and experience if applicable, and number of years providing Roofing Design Consulting 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.
- 1.3. Provide the name and qualifications of the RRC Roofing Consultant’s Project Manager/Inspector for the Project.
- 1.4. Provide the name and qualifications of the Structural Engineer and any other outside Consultant the Firms expects to hire for the project.

2. Indicate the firm’s summary of roofing services offered. For the Firm/team, provide the name, title phone number and email of the desired contact person during the RFP process. Include qualifications of any proposed sub-consultants that would be involved in the project.

3. Representative Projects and References - Provide a list of similar 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 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 contact and contact information including phone number and email. Indicate your firm’s role in each project (i.e., design, construction inspection etc.) and each project’s cost and completion date.

4. Project Understanding and Approach - Indicate the Firm’s familiarity with the project site(s), and understanding of the history and nature of the required improvements 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 RFP. Note the Firm’s internal procedures and practices to ensure quality control and timely completion of services.

5. 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.

6. Schedule - Provide a project schedule for design and construction services with timelines and milestones. Indicate how the timing of the project will be coordinated to minimize impact to school operations. **The School’s operations must remain ongoing and uninterrupted at all times throughout the project.** The proposed schedule must indicate specific dates and durations that allow disruptive elements of the project to be done when school is not in session. If portions of the project are to be undertaken when school is in session, the project plans and specifications must address how the work will not impact the schools’ operations and how work areas will be isolated, and safety of students and staff maintained.

7. Based upon the Hebron Public Building Committee’s evaluation of the firm’s qualifications, the Hebron Public Building Committee shall invite the four (4) most qualified firms to submit cost proposals for the services set forth herein. Based on the recommendations made by the Hebron Public Building Committee, the Town of Hebron on behalf of the Hebron Board of Education, an award of contract, if any, shall be made based on the evaluation criteria set forth in Conn. Gen. Stat. Section 10-287 and this RFQ.

8. Form of Contract Agreement-The Contractual Agreement between the Town of Hebron and the

awarded Firm shall be the AIA B101-2017-Standard Form of Agreement Between Owner and Architect. An amended and edited copy of which is attached to this RFQ. If the Owner awards a contract pursuant to this RFQ the responding firm affirmatively represents that it shall execute the attached agreement without modification, exception, or condition.

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.

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- 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.

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Directions for Submitting Proposals

9. It is important that each respondent follow the procedures outlined in this RFQ that are found on Page 8 and is entitled “Submission Process and Structure” and on Page 9-Item #7 which are consistent with CGS 10-287(b)(2) and (4) pertaining to the bidding process for design professionals. This dictates that the Hebron Board of Education and its Public Building Committee must employ a two-step evaluation process. Based upon their evaluations of the firm’s qualifications, they shall invite the four (4) most qualified firms to submit cost proposals for the services set forth herein. An award of contract, if any, shall be made based on the evaluation criteria set forth in Conn. Gen. Stat. Section 10-287 and this RFQ.

Therefore, each Respondent shall only be submitting their Request for Qualifications at this time.

Firms responding to the RFQ should submit one (1) signed original, one electronic copy on a flash drive (1) and eight (8) printed copies 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 HARD COPY and be received no later than 2:00 p.m. on Thursday, March 28, 2024.

Questions regarding this RFQ shall be directed to:

Name: Andrew J. Tierney

Email: 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.

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Pre-Bid Walkthrough

A non-mandatory pre-bid walkthrough will be held at **10:00 a.m. on Tuesday, March 12, 2024** at the Gilead Hill School. A record of items discussed at the meeting and any questions answered will be included in an addendum. Visits will be held rain or shine.

Selection Process

All properly submitted proposals will be reviewed by The Committee. The Committee will determine qualified firms based on the following criteria, and Conn. Gen. Stat. Section 10-287, and may select qualified firms to be interviewed as part of the selection process:

A short list of possible candidates shall be created of no more than four (4) firms.

The following will be considered for selection:

- Understanding of the project and completeness of response in relation to RFQ 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.

EVALUATION CRITERIA

A. The responses to the RFQ will be evaluated using a point system on the following categories:

1. Responsiveness (20 points)
 1. Requested information included and the thoroughness of the responses.
 2. Documented understanding of project management principles.
 3. Proposed approach to project organization and the execution of the work.
 4. Clarity and brevity of the response.

2. Staffing plan (20 points)
 1. Provisions for providing the required disciplines and skills.
 2. Provisions for active participation by firm's key personnel.
 3. Qualifications of key personnel meeting the requirement of the project.

3. Firm's capability to provide the required services (20 points)
 1. Background of the firm.
 2. Relevant experience on active schools while overseeing re-roofing projects.
 3. Specific experience on active schools while overseeing re-roofing projects.
 4. Methodology proposed to meet objectives of the project.
 5. Location of firm within the general geographical area of the project and in-depth knowledge of the market in the locality of the project.
 6. History, knowledge, and a proven history of prior re-roofing project experience in working with and ascertaining timely approvals from the Office of School Construction Grant and Review (OSCGR).
 7. References.

4. Report of projects completed on time and within budget (20 points)
 1. Includes Re-roofing projects completed with minimal design changes during construction.
 2. Includes Re-roofing Projects completed as per the originally agreed upon duration of the schedule.
 3. Includes changes required due to Architectural/Engineering (A/E) drawing inconsistencies, errors, and omissions.

B. The Building Committee will rank those firms qualified in order as outlined above. The top four (4) firms may be required to make a presentation to the Building Committee to discuss and to further elaborate on the firm's capabilities to provide services for this project. The Building Committee will present its recommendation for the final selection to the Hebron Board of Selectmen.

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.

"2000 Wing" & Activity Room

- New Roof in 2000
- Sarnafil
- 15 year warranty

"1970 Wing"

- Replaced in 2011
- Johns Mansville
- 30 year warranty

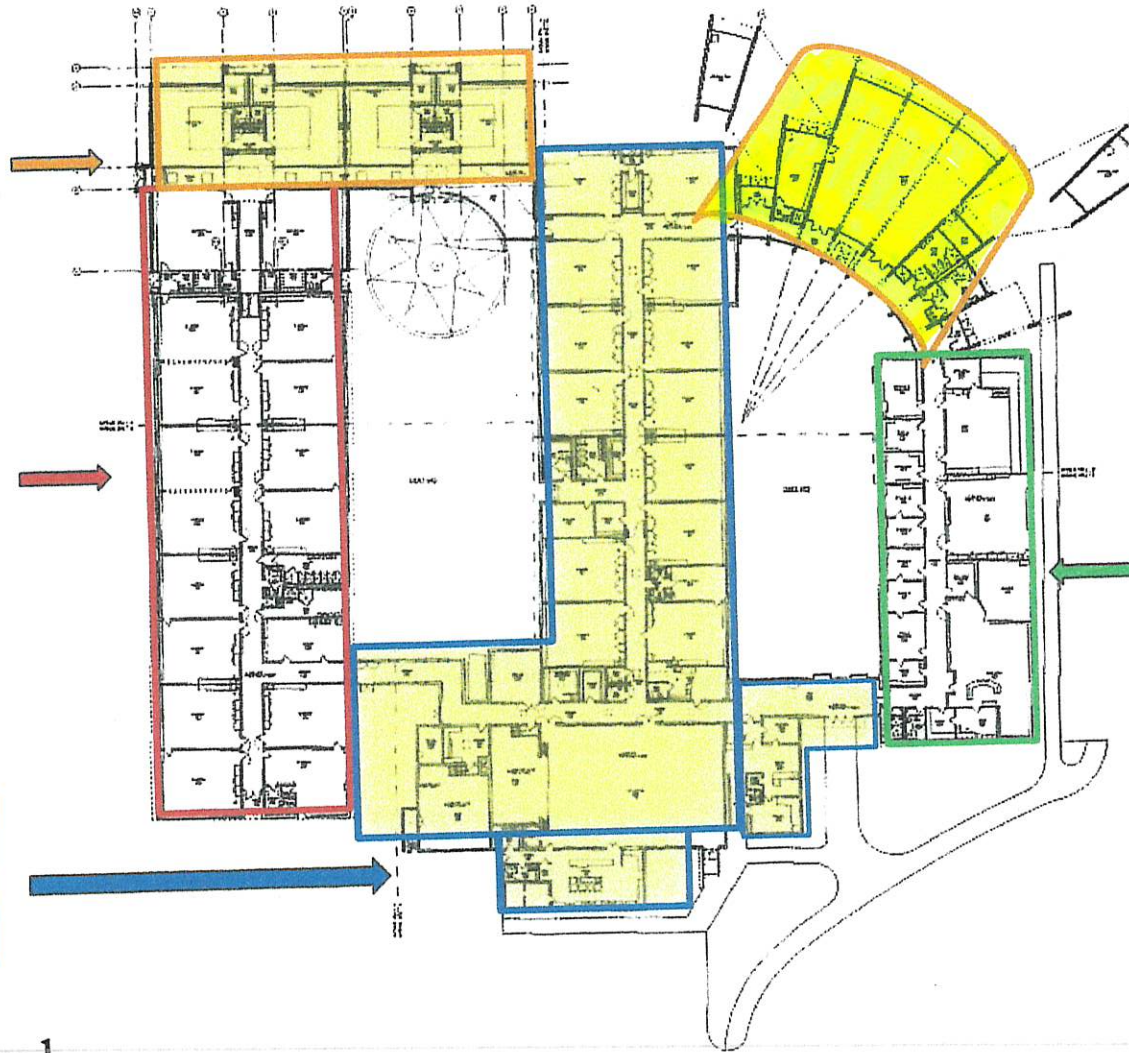
"1968 Wing"

- Replaced in 2001
- Sarnafil
- 15 year warranty

Current Proposed
Areas of Restoration

"1988 Wing"

- Replaced in 2010
- Carlisle
- 30 year warranty



Gilead Hill School



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

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

for the following Project:
(Name, location and detailed description)

Gilead Hill School Roof Replacement

The Owner and Architect agree as follows.

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User Notes:

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This 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 Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As set forth in the Owner's Request for Qualifications and Proposals, Bid No. 2024-07 Design Services, Project Management and Construction Administration for the Gilead Hill School Roof Replacement dated _____, attached hereto as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Section 1.1.1, above.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

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

Meet all applicable standards as required by State of Connecticut Office of School Construction Grants and Review, or its successor ("OSCG&R")

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

To be determined

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Any person or entity required by law to review the Architect's submittals for purposes of compliance with law and eligibility for funding.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

To be determined

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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TBD, if necessary

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 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. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

~~§ 2.2 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 provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the Owner to complete the Project. The Architect shall perform the services set forth in this Agreement as an independent contractor and in a good and workmanlike manner, consistent with: (1) Instructions, guidance and directions provided by the Owner to the Architect; (2) the terms and conditions of this Agreement; (3) the highest prevailing applicable professional or industry standards; (4) sound architectural practices; and (5) any applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction.

~~the same or similar circumstances.~~ § 2.2.1 This Agreement does not limit the liability of the Architect for errors and omissions related to the performance of the services set forth herein.

~~The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~ § 2.2.2. 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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~~§ 2.4 Except with the Owner's knowledge and consent, the~~ The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

~~§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9 for the duration of this Agreement and such insurance shall survive termination of this Agreement. The Architect shall be responsible for maintaining insurance coverage in force for the duration of the Contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Owner.~~

~~§ 2.5.1 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: Four Million Dollars (\$4,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.~~

~~§ 2.5.2 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.~~

~~§ 2.5.3 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 2.5.1 and 2.5.2, 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.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 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.~~

~~§ 2.5.6 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.~~

~~§ 2.5.6.1 Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Owner. All deductibles or self-insured retentions are the sole responsibility of the Architect to pay and/or to indemnify at no additional cost to the Owner.~~

~~§ 2.5.6.2 The Architect shall provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be given to the Owner thirty (30) days prior to cancellation.~~

~~§ 2.5.6.3 If any policy is written on a "Claims Made" basis, an extended reporting period of the applicable statute of limitations for Architects from the final completion date of the Project is required. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for the applicable statute of limitations for Architects from the final completion date of the Project~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect and the Architect's consultants, if any, shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured-Owner, and the State of Connecticut, the Hebron Board of Education, and the building committee(s) for the Project and their respective departments, boards and commissions and their respective officers, agents, servants, members and employees 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 Owner's 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.

§ 2.5.8 The Architect and the Architect's consultants shall provide certificates of insurance and additional insured endorsements and/or actual insurance policies containing a blanket additional insurance clause to the Owner that evidence compliance with the requirements in this Section 2.5.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in Exhibit A and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or in Exhibit A are Supplemental or Additional Services. In the event of any conflict in this Agreement concerning the services to be provided by the Architect or the obligations owed by the Architect, the broader, more expensive, more inclusive, more onerous, more time-consuming service or obligation shall be provided as determined by the Owner.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. 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 unless the Architect knows or should have known that such services or information is not accurate or incomplete. 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

~~§ 3.1.6~~ § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities or funding from governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in

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terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, applicable law, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, applicable law, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project and/or are providing funding for the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~an Additional~~ a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~an Additional~~ a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction, as modified. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or ~~omissions, but omissions and those of its consultants~~. The Architect shall properly correct or remedy any damage, defects or problems caused by or related to any breach of warranty, breach of contract, design defects, negligent acts or omissions at no cost to the Owner. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment~~. Payment, unless such date is extended due, in whole or in part, to the fault or negligence of the Architect or the Architect's consultants and in that event the Architect's or the Architect's consultant's services shall continue, without additional compensation, to the extent the Architect or the Architect's consultants were negligent or at fault.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner ~~reasonably~~-informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon or otherwise with reasonable promptness~~ five (5) business days unless otherwise mutually agreed between by the Architect, Owner and Contractor.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents, if such a requirement exists in the agreement between Owner and Contractor.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall also collect and submit to the Owner certified payrolls and releases of liens and claims from the Contractor and the Contractor's Subcontractors and suppliers with each Application for Payment. The Architect shall have no duty to prepare certified payrolls or releases of liens and claims, but rather only to collect them from the Contractor and submit them to the Owner as part of the payment process.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review not exceeding fourteen (14) calendar days.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and ~~Samples, but only for the limited Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or ~~procedures, procedures or exact quantities of materials required by the Contract Documents.~~ The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design ~~professional, professional for compliance with the specified performance or design criteria,~~ provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design ~~professionals, professionals unless the Architect or its consultants knows or should have known that such design~~

submissions are not accurate.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise ~~with reasonable promptness, within five (5) business days.~~ If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of ~~liens, liens and Claims,~~ or bonds indemnifying the Owner against ~~liens; liens or Claims;~~ and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, the Hebron Board of Education, the building committee for the Project and the State of Connecticut and their respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers ("Indemnified Parties") 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 3.7. The Architect shall also be required to pay any and all attorney's fees incurred by the Indemnified Parties in enforcing any of the Architect's obligations under this section, which obligations shall survive the termination or expiration of this Agreement. As a municipal agency of the State of Connecticut, the Owner will NOT defend, indemnify, or hold harmless the Architect.

§ 3.7.1 In claims against any person or entity indemnified under this Section 3.7 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 3.7 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.

§ 3.7.2 The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Architect's liability to the Indemnified Parties by virtue of this promise to indemnify and hold the Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Architect, the Architect shall be liable to the Indemnified Parties for the difference, plus all fees and expenses incurred in collecting same, all at the Architect's sole cost. The insurance types and requirements listed in this Agreement are not intended to be a limitation of liability.

§ 3.7.3 The Architect for itself and its successors will be required to covenant and, to the fullest extent permitted by law, indemnify, defend and save harmless the Indemnified Parties from and against any and all action, causes of action, judgments, legal fees, claims, expenses and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnified Parties to the extent caused by and alleged to be caused by the Architect's negligence in the performance of this Agreement.

§3.7.4 The indemnification, defense and hold harmless provisions herein shall survive termination and/or full or partial performance of this Agreement.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. Unless specifically identified to be included in Basic Services, services listed below are deemed Supplemental Services. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and unless identified to be included in Basic Services, the Owner shall compensate the Architect as provided in Section 11.2. 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 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
<u>§ 4.1.1.1 Programming</u>	<u>In Basic Services</u>
<u>§ 4.1.1.2 Multiple preliminary designs</u>	<u>In Basic Services</u>
<u>§ 4.1.1.3 Measured drawings</u>	<u>Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service</u>
<u>§ 4.1.1.4 Existing facilities surveys</u>	<u>Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service</u>
<u>§ 4.1.1.5 Site evaluation and planning</u>	<u>Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service</u>

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§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>In Basic Services</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>In Basic Services</u>
§ 4.1.1.15 As-designed record drawings	<u>In Basic Services</u>
§ 4.1.1.16 As-constructed record drawings	<u>Contractor</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>In Basic Services as stated in Section 3.6.6.5</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>In Basic Services</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>In Basic Services to the extent required by OSCG&R</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design related equipment, technology design, bidding and administration	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by the Architect or specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable. See Section 4.1, above.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2, Basic Service, design in accordance with applicable law and requirements for Project funding at no additional cost.

§ 4.2 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 of the Architect, or negligence of the Architect or the Architect's consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following 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 the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; Service made after the Construction Documents were prepared;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- 7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- 8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; thereto unless it is alleged that the dispute concerns the services provided by the Architect or its consultants;
- 9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- 10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- 11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- 1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- 2 ~~Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- 3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- 4 ~~Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- 5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 once per week () visits to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final ~~completion~~completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60-120~~ days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase ~~Services~~Services, provided such services are not caused, in whole or in part, by the fault or negligence of the Architect or the Architect's consultants.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of ~~the Architect, or negligence of the Architect or the Architect's consultant, if any, in whole or in part,~~ extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a reasonably timely manner given the public nature of the Project regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's Representative shall not have authority to amend this Agreement, authorize an adjustment in the Architect's compensation or time of performance, or otherwise excuse the Architect from performance of any obligation set forth in this Agreement. Such authority rests solely with the Owner.

§ 5.4 ~~The~~To the extent in the Owner's possession and if not otherwise included in Basic Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 ~~The~~Unless included in Basic Services, and only if such services are required for the Project the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement by applicable law or the source of the funding for the Project

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 ~~The Unless included in Basic Services, the~~ Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide reasonably prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner ~~shall may~~ include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project.~~ Communications by and with the Architect's consultants shall be through the ~~Architect~~ Architect unless agreed otherwise in writing.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and ~~Contractor~~, Contractor (Contractor's compensation may be redacted), including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is may be~~ provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the

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Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, or negligence of the Architect or the Architect's consultants, if any, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall make such adjustments as directed by the Owner as part of Basic Services.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, bid(s) or negotiated proposal(s), the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~ §7.1 Drawings, specifications, estimates, reports, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~ the Architect's consultants are Instruments of Service for

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate, use solely with respect to this Project or any renovations thereto and shall be the sole property of the Owner regardless of whether the Owner terminates this Agreement.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. **7.2** If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. **7.3** The Architect shall deliver to the Owner the Instruments of Service in the following formats – CAD, PDF and one set of hard paper copy. CAD documents shall only be delivered upon completion of the Project or in the event of termination.

§ 7.5 Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. Architect waives all rights against the Owner, the Additional Insureds or any party indemnified by the Architect or its consultants under this Agreement and their respective insurers. The Owner, the Additional Insureds and any party indemnified by the Architect or its consultants and their respective insurers retain all rights of subrogation and other rights they may have. The Architect shall bind its consultants to the same waiver of subrogation provision.

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~~§ 8.1.3 The Architect and Owner waive-waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 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. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 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 ~~Arbitration Association~~ Dispute Resolution Center, New Britain, 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.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 The provisions of this Article 8 shall survive the full or partial performance or termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 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 shall may be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 ~~cumulative days consecutive days~~ after the Project passes referendum and the Architect is released to provide full design and construction administration services for reasons other than the fault ~~of the Architect, or negligence of the Architect or the Architect's consultants~~, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 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.

§ 9.5 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.

§ 9.6 ~~If~~ Unless otherwise provided in this Agreement, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services properly performed and accepted by the Owner and if applicable, the state of

Connecticut prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In no event shall the Architect or the Architect's consultants, be entitled to anticipated overhead and/or profit on services not performed or other damages of any kind or nature.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars (\$0.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero Dollars (\$0.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site-site unless the Architect has specified the use of such substances in the Instruments of Service. In such event, the Architect shall remain fully liable to the Owner under the indemnity provisions set forth in this Agreement.~~

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable

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access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11. COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

None. In Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Mutually agreed lump sum price or on a time and materials basis as determined by the Owner

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, 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.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
- ~~2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
- ~~6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

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- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services properly performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect, 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.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

0 % zero. No interest shall be paid by the Owner for late payments.

§ 11.10.2.2 The Owner ~~shall not may~~ withhold amounts from the Architect's compensation to ~~impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts Work in good faith. The Architect, however, reserves all rights to challenge such withholding~~ in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1. Non-Discrimination and Affirmative Action. The Architect, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Architect that such disability prevents performance

of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Architect further agrees that this article, (and any additional provisions required by law), will be incorporated by the Architect in all contracts entered into in connection with this Agreement.

The following are incorporated by reference into this Agreement as though fully set forth and stated herein: The 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The Architect must also fully comply with Conn. Public Act 15-5. MBEs/WBEs/SBEs are encouraged to apply. Connecticut has an established an on-going commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. You are advised that there is a twenty five percent (25 %) small business sub-consultant goal that applies to this assignment. Of that twenty five percent the contractor must reserve a portion equivalent to twenty-five per cent of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. Within the letter of interest narrative, you must include the designated certified Small Business Enterprise (SBE) sub-consultant(s) which you plan to use. (The SBE sub-consultants must be currently certified by the Department of Administrative Services). All firms are advised that the prime consultant must perform the major part of the work with employees of the firm. Sub consultants may be used to comply with (SBE) requirements or perform specialized work. Joint venturing assignments will not be allowed.

2. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Compliance with Immigration Laws. The Architect, during the term of this Agreement will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United States of America. The Architect confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Agreement and that it will require each subcontractor or consultant, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract. The successful proposer shall defend, indemnify, and hold harmless the Owner and the Hebron Board of Education, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the Architect or its subcontractors/consultants. The Architect shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Architect's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Agreement.

4. Non-Resident Contractor 5% Tax For Contracts. Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of

any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

5. Equal Employment Opportunity (EEO). Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the Architect comply with Conn. Gen. Stat. Sec. 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Owner. If there is a set-aside goal, the Owner and Architect shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Owner's Request for Qualifications and Proposals, Bid No. 2024-07 Design Services, Project Management and Construction Administration for the Gilead Hill School Roof Replacement dated _____

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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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)

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/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 12:08:26 ET on 01/30/2024 under Order No. 4104242227 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)