

**The Department of Public Work Action Committee
on Behalf of**

The Town of Hebron

and

the Hebron Department of Public Works



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

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

December 9, 2024

REQUEST FOR QUALIFICATIONS

BID # 2025-02

**Architectural and Other Related Professional Design
Services**

Town of Hebron

Proposals due: Friday, January 3, 2025, 10:00 a.m.

QUESTIONS CONCERNING PROPOSAL

E-MAIL: atierney@hebronct.com

RFQ #2025-02
Architectural and Other Related
Professional Design Services and
Recommendations for: Town of Hebron and
Department of Public Works

The Town of Hebron is soliciting qualifications from Architectural Firms to provide the Evaluation of the Existing Department of Public Works facility located at 550 Old Colchester Road and to provide Recommendations, Design, Bid Documents, Contract Administration, and Closeout for a new Department of Public Works facility to be constructed on the existing site. The selected Architectural Firm (The Firm) shall be the "Lead" on the Project. The Firm shall demonstrate their experience in similar construction of municipal Public Works facilities. The statement of Qualifications must identify both the lead Architect and the Project Manager (A/PM), if not the same individual, that is experienced in such similar projects that will be responsible for undertaking the evaluation, recommendations, design, bid document preparation, contract administration, and closeout of the project. The designated A/PM shall have been responsible for at least three (3) of the five (5) or more listed projects and shall be similar in nature.

The selected Firm shall obtain and include in its proposal, the services, including but not limited to, the following disciplines: Geotechnical Engineer, Environmental and Hazardous Material Engineer, Civil Engineer, Landscape Architect, Structural Engineer, Mechanical (Including Energy and Building Management), Electrical (Including Data, Technology, Security and Telecommunications), Plumbing, Fire Protection Engineers, all registered in the State of Connecticut. Their scope of work shall include, but not be limited to reviewing the existing facility and providing their recommendations for the project design and submit such to the Department of Public Works Action Committee (The Committee).

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

Pre-proposal site visits will held at the Hebron Department of Public Works, 550 Old Colchester Road, Hebron, Connecticut, on Thursday, December 19, 2024 **at 9:00 a.m.** Site visits are not mandatory; however, it is recommended that interested parties attend in order to be familiarized with the project. All visitors must check in at the Department of Public Works (DPW) Office.

Proposers that would like to re-visit DPW facility site subsequent to the Pre-proposal Conference should contact the Andrew Tierney via e-mail at: atierney@hebronct.com.

EXPECTATIONS

The Project consists of evaluating the existing Department of Public Works facility; understanding their operational needs, space and building requirements, enlisting input from the various stakeholders; reviewing the State Building Code, etc. all to determine and provide the Department of Public Works Department with an efficient and safe work environment.

The Town will execute all agreements and approvals as recommended by the Department of Public Works Action Committee.

The selected Firm will coordinate with all Authorities Having Jurisdiction (AHJ) including, but not limited to the United States Department of Environmental Protection (DEP), CT Department of Energy and Environmental Protection (DEEP), Eversource, Town of Hebron, Building Official, Fire Marshal, Planning and Zoning Commission, and any other State and Municipal agencies or departments that may be involved.

BACKGROUND

The existing Department of Public Works is located on an overall 19.6-acre site, that was originally mined as a gravel pit and then used as a landfill which was closed and capped in 1995. The old landfill encompasses approximately 15.65 acres. Of the remaining land, 2.18 acres are used by Public Works and 1.8 acres are utilized by the Transfer Station operation. As a result, the total available land to accommodate a new facility would be approximately 3.98 acres.

The buildings that currently occupy the site are:

Garage/Office Building-Originally constructed in 1982 it is approximately 6,000 square feet and is a pre-engineered steel framed building with corrugated metal siding and roofing. The building is comprised of an office shared by the Public Work Director and the Administrative Assistant; lunchroom, women's rest room (that has filing cabinets occupying parts of it); men's rest room, mechanical room, electrical room, parts storage, a mezzanine area that is used for parts storage, truck wash bay, a maintenance bay, and a garage area with four overhead doors that can only accommodate 8 of the 13 trucks in the DPW's fleet.

Cold Storage Building-Originally constructed in 1967 it is approximately 3,008 square feet and has seen additions added over the years.

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Dog Kennel Building-The kennel is constructed of masonry block and is attached to the cold storage building and has a total of ten (10) stalls. Five are located on each side of the building and there is caged outside access as part of the kennels.

There are other structures on the existing site, and they include a Fueling Station, Pole Canopies, Various Outbuildings, the Sand/Salt Storage Building, Lower Transfer Office Building, Oil/Anti-Freeze Building and the Main Transfer Station Office Building.

In all cases, the existing buildings have run past their useful life and are in poor condition and the repairs and maintenance are constant and seemingly never-ending. There is insufficient space for the DPW to function properly. But most importantly, the current operations do not afford a safe work environment for the DPW's staff and personnel.

It should be noted that given that when the buildings were constructed, there is a strong likelihood that there are materials that will need to be abated by a hazardous materials trade contractor; i.e., asbestos floor tiles, asbestos pipe coverings, PCBs and lead based paint, etc.

A previous Building Committee began working to find a solution to address the issues with the current DPW facility in 2010. They had recommended that a new facility be constructed on Town owned property in the center of town. They noted that it would not disrupt the day-to-day operations of the DPW, the proposed site was relatively flat, there was access to 3-phase electric power, storm and sanitary sewers. However, a survey of residents indicated that the new facility should be constructed on the existing site as they were concerned about the potential impacts to the environment and the historic nature of the vacant site during and after the project.

For more detailed information, please refer to the excerpts from the Municipal Facilities Report dated June 24, 2010, appended to this RFQ.

SERVICES PROVIDED BY THE DPW

Some of the services provided by the Public Works Department include the following:

Road Maintenance:

- Catch Basins (clearing tops to allow proper drainage, replacing damaged catch basins; however, the cleaning of catch basins every year is done by an outside contractor that the DPW retains and schedules)
- Sink hole repair
- Repair from washouts of roadway
- Driveway aprons (when paving projects change the height of driveway aprons or have left driveway aprons damaged)
- Paving of roadways
- Traffic Control
- Line Striping (However the DPW retains an outside contractor for roadways)
 - Public Works performs the parking lots and stop bars

- Pothole patching (cold patch and hot patch)
- Street Sweeping (the State does the state roads)
- Stop sign and road sign replacement and repair
- Drainage
- Ditch work, bridge repair, correct when flooding occurs on roadways, piping, beaver dam removals
- Curb repair
- Roadside and Vegetation Mowing: assist residents, Town land, and sight line issues

Tree Maintenance

- Tree removal (unless on wires)
 - Dead Trees, Hazardous trees (all in ROW), fallen trees into roadway
 - Contractors are hired to remove trees on wires
- Tree trimming
 - For sight line issues, low hanging branches
- Respond to all resident concerns with trees (Town Tree Warden and Town Deputy Tree Warden)

Sewer

- While the Water Pollution Control Authority (WPCA) is not part of the department, the DPW assists in responding to sewer calls, reading the meters, responding to resident concerns with water and sewer issues, schedules maintenance on all generators and pump stations, provides emergency response to issues at pump stations and generators, provides fueling up of generators, and handles the billing and payments to vendors

Weather Response

- Winter
 - Snow plowing of roadways and Town parking lots (also assist in clearing the Elementary Schools parking lots), treating roadways (salt and sand), mailbox replacement when damaged by plows, tree removal, ice removal, block off roads when closures are required
 - Respond to all resident concerns
- Hurricanes & Heavy Rainstorms
- Tree removal, cleanup of roadways from debris, flooding, block off roads when closures are required
- Respond to all resident concerns

Vehicle Maintenance

- Equipment and vehicle maintenance of all Town departments including:
 - Senior Center (buses and cars), Police (cars), Hebron Schools (pick-up truck), Parks & Recreation (larger equipment), Public Works (plow trucks, pickup trucks, loaders, backhoe, tractor, chainsaws, curb machine, compactor and container maintenance, sweeper)

Transfer Station/ Recycling Center

- Attendants handle money and fees for items that are not considered household trash
- Trash compactor maintenance and emptying of containers
- Container hauling to proper facilities for recycling, bulky, and MSW
- Assist residents with proper disposal
- Waste removal: proper removal and testing of substances (oil) and anti-freeze
- Landfill monitoring

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Building Maintenance

- Building fuel shack, roof maintenance, light building maintenance

Town Events

- Support local Police Department during Town events, assist in road closures, assist in clean up, erect and remove event signs, change banners

Other Department Assistance

- Parks and Recreation: Park clean up and trail maintenance
- Police Department: road closures in response to emergency events
- Fire Department: Support during emergencies and fires
- Water Pollution Control Authority (WPCA): Assists in all response calls and sewer issues
- Town Hall: Moving/removing equipment/ furniture, parking lots

Office duties

- Answering, directing and responding to resident concerns, billing and payments to all vendors, invoice filing, salt orders, equipment orders, sign replacement orders, fuel reports, create fuel keys for departments, order gas and diesel fuel, transfer station deposits, preparing budgets, quarterly and annual reports for transfer station, contacting State when necessary, payroll.

ANTICIPATED REQUIREMENTS FOR THE NEW DPW FACILITY

OFFICE AND GARAGE BUILDING STRUCTURE:

- A Two-Story building would be acceptable
- Splitting up the operations for the garage and office between two buildings would be acceptable

OFFICE SPACE:

- Director's Office w/ bathroom & shower, File cabinet style and quantity (Room Size-14' x 12'; File Cabinets: 1- 4-drawer lateral storage cabinet, 1-2-drawer lateral storage cabinet)

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- Public Works Administrative Assistant Office w/bathroom, File cabinet style and quantity (Room Size-14' x 12'; File Cabinets: 2- 2-drawer lateral storage cabinet)
- File storage for office use (needs to have 8-4-drawer lateral storage cabinets)
- Road Foreman's office (all on main floor) File cabinet style and quantity (Room Size-14' x 12'; File Cabinets: 1- 4-drawer lateral storage cabinet, 1- 2-drawer lateral storage cabinet)
- Reception Area
- Conference Room (14' x 12')
- Kitchen & Breakroom (24' x 28') *includes training room
- Training room (could be combined with the Kitchen and Breakroom)
- Laydown quarters (male & female); Rooms must be separated. About 2 beds for female, 15 for male)
- Male & Female bathrooms with showers-Large enough to support ½ to ¾ of overall staff at any point in time. At a minimum, probably 1 stall and 1 shower for female, and 3 stalls/3 urinals/3 showers for male)
- Locker Rooms-Male and Female-Quantity of male and female lockers (2 female and 15 male, they can be together as long as separated from breakroom/bathrooms)

MECHANICS BAYS:

- 2 Mechanic Bays (for vehicle repair, each bay needs a vehicle lift)-Size should be 20 ton

GARAGE:

- Garage storage for 12 trucks; First Choice-6 Bays with depth to park two trucks front to back while providing walk aisles around vehicles; Second Choice-12 single garage bays; 3rd Choice- drive through bays would be preferred if space allows

WASH BAY:

- 1 Wash bay-In addition to 12 bays that are listed above

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GARAGE OFFICE AND STORAGE AREAS:

- Supply storage for mechanics (tires, vehicle repair equipment) (20' x 60')
- Mechanics quarter (desk space, electronic usage area, etc.) (Room Size: 8' x 10'; File Cabinet Size: 2-4-drawer lateral storage cabinets. (*climate controlled)

SALT SHED:

- 1,200-ton capacity salt storage with indoor loading

TRANSFER STATION OPERATIONS:

- Overhead Covered Protection over Recycling Ground Containers-Cardboard and Bulky Waste-Prevents Water, Rain and Snow Intrusion into Containers
- MSW Recyclable, Bulky, Brush, Recyclables, Tires, Electronics, Metal (all covered)
- Installed Inground Vehicular Weight Scale in traffic approach and exit to Bulky Waste Containers
- Attendant's Building
- Compactors: Three (3) minimum, four (4) preferred
- Anti-freeze & Waste Oil
- Swap Shack (Reuse and Relocate Existing Building)

COLD STORAGE AREA:

- Size to be 90' x 40'
- Needs to be totally enclosed with overhead doors
- Provide lighting
- Provision for adding heat in the future

SIGN SHOP:

- Assume a space (20' x 14')

DOG KENNEL:

- Assume a space of (20' x 36')

EMERGENCY ELECTRIC GENERATOR:

- Size and Capacity to Support Uninterrupted Operations

EXISTING SITE-RELOCATION AND REASSIGNMENT OF OPERATIONS

The Town recognizes that the existing site is too small to accommodate the safe and efficient demolition of the existing structures, the new construction of buildings and to provide lay down and storage areas for contractors, while the Department of Public Works performs their daily duties and responsibilities. As a result, the Town has a plan to temporarily relocate or reassign the DPW's operations elsewhere during construction. The only things that will remain on the site will be the existing Salt Shed and the Anti-Freeze and Waste Oil Holding Tanks. The Design and Bid Documents will need to reflect that the Town will need to have access to these remaining on-site facilities. Access to the Salt Shed will be required only during the winter months and the existing Anti-Freeze and Waste Oil tanks will need to be relocated to be closer to Old Colchester Road. It will need to be secured with six (6) foot high chain-link fencing with entrance and exit gates. This work shall be assigned to the General Contractor.

INVESTIGATION AND CONFIRMATION

SCOPE OF SERVICES

The Project will proceed in phases as described below. The successful Proposer (referred to herein as the "Architect" and/or the "Designer") shall provide design services, including but not limited to the development of schematic and design development plans and other documents illustrating the means for substantially meeting the programmatic needs established during informational sessions with the Department of Public Works Action Committee (the "Building Committee"), designees of the Town and DPW, and other stakeholders identified by the Town, and that meets the budgetary parameters identified by the Town. Conceptual design documents and drawings should show compliance with all applicable program elements, building and zoning codes and environmental requirements, and include provisions for any required permits and variances. The Architect shall be responsible, among other tasks, for preparation of all necessary final building

plans, specifications, drawings, and documents for bidding and construction. Those documents shall identify all of the necessary scopes of work for each trade, and for the preparation of drawings and specifications for contractor and subcontractor bid packages, preparation of bidding documents and providing assistance in the bid evaluation process. The Architect will be required to coordinate and shall deal with contractors and subcontractors, while playing close attention and adherence to the established budget and the accepted schedule assuring that performance conditions and timelines are being complied with. The Architect will be required to perform any necessary redesign services as required to meet the Towns budget and program, at no additional cost to the Town. The Architect shall furnish all labor, equipment, and materials necessary to perform all operations in connection with the provision of such services. The Basic Services to be provided by the Architect are described in detail as set forth below. The Architect shall be expected to comply with all applicable state and federal laws in the performance of services. The Successful Proposer who enters into the Architectural Contract with the Town shall be responsible for obtaining all appropriate federal, state and local permits, licenses and approvals. However, it shall be the Towns responsibility to pay for all related fees.

**TASK 1: SCHEMATIC DESIGN-Investigation and Recommendations-
WORK PLAN:**

The Architect shall meet as deemed necessary with the Building Committee and other key members of Town of Hebron departments throughout the initial task and verify the building size and program. The Architect shall be responsible for generating a complete feasibility study and will be responsible for including all design considerations and for developing and confirming all programming and functionality with the Town prior to continuing into the design process.

UPDATED SITE, ENVIRONMENTAL AND GEOTECHNICAL ANALYSIS

1.The Architect shall prepare and produce, to include but not be limited to, an analysis of the site from a civil engineering perspective, an analysis of both the building, site, and subsurface conditions in regard to all environmental and hazardous materials issues and concerns, and geotechnical analysis of the existing on site sub grade material to confirm its bearing capacity for supporting the proposed buildings and their foundations, retaining wall assemblies, utility trenches, and paved areas. The analysis shall include, but not be limited to, drawings, reports and other documents illustrating the existing characteristics of both site, buildings and how the proposed future site and structures will or will not be affected by the existing conditions. The building, site and environmental analysis reports shall be submitted to the Building Committee.

It should be noted that given that when the buildings were constructed, there is a strong likelihood that there are materials that will need to be abated by a hazardous materials trade contractor; i.e., asbestos floor tiles, asbestos pipe coverings, PCBs and lead based paint, etc.

There is also a concern that there may be areas of the site that may have been previously subjected to inadvertent petroleum spills or other similar type of incidents that were not properly addressed.

2. Asbestos Containing Materials: The Environmental and Hazardous Material Consultant shall provide field investigations and sampling for Asbestos Containing Materials (ACM) associated with the buildings on the existing site. The inspector will sample accessible suspect materials. The Consultant will conduct limited destructive testing, as necessary, with Owner approval. All materials considered suspect ACM shall be inspected and assessed. It is anticipated that the sampling and testing would include collecting approximately one hundred fifty (150) bulk samples of suspect ACM containing building materials. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

3. Lead-Based Paint Inspection: It is anticipated that the sampling for lead-based paint would include the testing on all painted surfaces and the collection of approximately twenty (20) chip samples that will be analyzed. In addition, sampling will also occur on the anticipated building demolition debris waste using Toxic Characteristic Leaching Procedure (TCLP) to determine the appropriate waste stream for their disposal. It is anticipated that the sampling would include the testing and analysis of approximately ten (10) TCLP lead samples. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

4. Polychlorinated Biphenyl (PCB) Bulk Product Sampling: Perform inspection for PCB containing caulk/sealants. Perform random testing of the existing construction caulks/sealant materials and exterior paints for the presence of PCB. It is anticipated that the sampling and testing will include approximately thirty (30) PCB bulk samples. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

5. Other Hazardous Materials Evaluations: Provide complete building inspections to include the identification, inventorying, and categorizing of the following: mercury lights, switches, and electrical equipment; fluorescent light bulbs; transformers, capacitors, ballasts, and any other potential PCB containing electrical or timing equipment; hydraulic mechanisms that may contain hydraulic oils; pressurized tanks, any unused or abandoned hazardous or regulated raw or

waste materials (including but not limited to paints, boiler maintenance chemicals, etc.

6. **Comprehensive Report**-Provide the results in a single report identifying each building on the property. The description of each material, their quantity and location.

7. **Architectural Programming** - The Architect shall provide a programming assessment to confirm, refute and/or establish detailed requirements for the new DPW facility, which should include, but not be limited to the following:

- A. Objectives, limitations and criteria
- B. Space requirements
- C. Space relations and relationships
- D. Number and functional responsibilities of personnel
- E. Flexibility and expandability
- F. Special equipment and other systems
- G. Site requirements and needs
- H. Space/flow diagrams and pertinent descriptive texts
- I. Existing site survey/proposed site circulation patterns
- J. Project cost estimate
- K. Project development scheduling
- L. Project budgeting
- M. Building and Zoning Code analysis
- N. ADA

8. The Architect must receive from the Building Committee its written approval of the Site, Environmental and Geotechnical Analysis prior to progressing to subsequent work activities.

SCHEMATIC DESIGN

1. The Architect shall confirm and/or prepare from the site, building and environmental analysis and other data, the Schematic Design consisting of drawings and other documents illustrating the scale and relationship of the various Project components for approval by the Building Committee.

2. The Designer will be required to prepare detailed room data sheets and diagrams establishing necessary adjacencies and the proximities, as appropriate.

3. Deliverables and services of the Architect in connection with this Phase will include but not be limited to:

A. Develop design to illustrate general issues of layout, rough elevation, volumes, accessibility, site impact, etc. Identify any cost premiums that may be associated with the proposed design.

B. Evaluation of any state or local zoning requirements or regulations including local design guidelines that might impact the concept.

C. Engineering analysis to include structural, soil, subsurface and site prep analysis, etc.

D. Site plan, floor plans, building elevations, and typical building sections.

E. Floor plans with proposed furniture and equipment layout.

F. One construction (1) cost estimate

G. Tabulations and comparison of the square footage identified in the “Anticipated Requirement for the New DPW Facility” that is noted earlier in this RFQ.

H. Site plan (1" = 40 ft. or larger) identifying any impacts to, grading, building location, construction phasing (as applicable) and designation of utilities. Indicate areas for potential future expansion.

I. Drawings produced shall completely depict all items to be demolished as well as the layout for all roadways, driveways, parking areas, green and passive spaces, site utilities, building footprints, site grading, and storm water retention basin area(s).

J. The drawings to be provided shall include, but not be limited to, the following:

1. General Notes
2. Erosion and Sedimentation Control Plans
3. Existing Site Conditions
4. Site Demolition Plans
5. Proposed Site Plans
6. Proposed Storm Water Management Plan
7. Traffic Flow and Parking Plans

K. A preliminary set of Project Specifications shall be produced that outlines all materials and procedures that will be required for the project.

L. Color renderings of the proposed Project for display and presentation purposes and other materials if required by local design guidelines.

M. Assistance in the preparation for and presentation to the Building Committee, Board of Selectmen, Board of Finance, Town Planning and Zoning, other public agencies and Town Residents.

N. Assistance in the preparation for and presentation before Town Residents at Pre-Referendum Meetings.

O. A detailed cost estimate that is broken down by major construction trade disciplines.

P. A detailed overall project schedule.

Q. The Architect and their associated Design Professionals shall also be responsible for evaluating all of the existing buildings and structures to see if they or any parts of them can be reused or repurposed as part of the new facility.

TASK 2-DESIGN DEVELOPMENT

Upon completion of Task 1 and the acceptance of the information by the Committee provided by the Architect, the Architect will be released to move into the design development document phases of the Project. Upon receiving approval to proceed, the Architects services and deliverables in connection within Task 2 will include but not be limited to:

1. Complete architectural, environmental and hazardous materials, geotechnical, structural, MEPS engineering, landscape architectural and specifications, and all other design services showing compliance with all program elements, building and zoning codes, environmental and conservation requirements and as required for the bidding and construction of the Project in accordance with public construction laws and regulations of the State of Connecticut and the Town of Hebron.

2. The Town is anticipating that the construction delivery method will be bidding to General Contractors who will be providing lump sum bids for all the work. Proposers are advised that the Town may consider alternative schemes and bid packages to meet each of the goals of this Project, for example, a separate Bid Package for Environmental and Hazardous Materials Abatement and the Superstructure for the new Salt Shed. The Architect shall provide the Town with an analysis and advice on this approach and may be implemented if deemed by the Town as advantageous to the overall Project and budget.

3. The Architect will prepare a design development cost estimate.
4. The Architect will prepare an overall detailed construction schedule for the Committees review and approval. It shall be included in the final bidding documents.
5. Architectural, engineering, landscape architectural, cost-estimating, and all other design services required for the completion of the Project shall be provided.
6. Presentation of the design to Town officials, Boards, Building Committee and at public hearings for the purposes of public outreach / education, to secure necessary permits and overall Project approvals.
7. The Architect and their related Design Professionals will be responsible for undertaking environmental reviews, including but not limited to:
 - a. Local Regulatory:
 1. 100-foot upland control area subject to review by the Conservation Commission and Inland Wetlands Agency.
 2. 50-foot conservation easement in place in the area of the PWD facility.
 3. Additional conservation easements may be required by the Planning and Zoning Commission (PZC).
 - b. Environmental Screenings:
 1. Natural Diversity Database- (NDDB) for endangered, threatened, and special concern species and significant natural communities in Connecticut.
 2. State Historic Preservation Office
 - c. Environmental Permits:
 1. CTDEEP Industrial Stormwater Permit
 2. CTDEEP Vehicle Maintenance Permit
 3. CTDEEP Construction General Permit for Stormwater Discharges from Construction Activities.
 4. EPA Spill Prevention Control and Countermeasures (SPCC) possible depending on the amount of above ground fuel storage and proximity and distances to the adjacent watercourses.

d. Municipal Approvals

- 1..Conservation Commission and Inland Wetlands Agency
2. Planning and Zoning Commission

8. Provide complete land and topographic surveying of the property.

9. **Test Borings**-Provide Test Borings to further assist in gaining a full understanding of the subsurface soil conditions. The evaluation of the Test Borings shall include, but not be limited to, soil density, testing for contamination, determining soil properties, determining suitability for infiltration, and groundwater table fluctuations, etc. It is anticipated that the number of test borings that will be undertaken will be approximately ten (10) and shall include full reports that detail the results of that work and shall be submitted to the Building Committee. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

10. **Test Pits**-Provide infiltration testing to further assist in gaining a full understanding of the subsurface soil conditions. It is anticipated that the number of test pits that will be undertaken will be approximately eight (8) and the results shall be provided to the Committee in a detailed report. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

11. **Geotechnical Borings**-Provide Soil Geotechnical Borings to further assist in gaining a full understanding of the subsurface soil conditions. The evaluation of the Soil Geotechnical Borings shall include, but not be limited to, determine the characterization of the sub-surface soils to assist in the design of the building foundations, retaining walls and roadways, mitigation of unsuitable soils, and long-term performance considerations, etc. It is anticipated that geotechnical borings will include approximately performing twenty (20) soil borings and provide the Committee with full reports that detail the results of that work. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

12. Perform Phase 1 and Phase 2 Environmental Site Assessments.

13. **Ground Penetrating Radar**-Employ Ground Penetrating Radar (GPR) to determine if there are any buried and uncharted abandoned oil storage tanks or other underground subsurface anomalies. It is anticipated that the Ground Penetrating Radar would be employed to assess the existing developable 3.98-acres of the existing site. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

14. Ground Water Monitoring Wells- It is anticipated the permanent installation of ground water monitoring wells will include the installation of (8) permanent Ground Water Monitoring Wells. Pending prior approval by the Building Committee, borings holes from other sub-surface investigations may be utilized for these wells. However, the RFP (Request for Fee Proposal) will include a specific dollar allowance that all prospective respondents will be required to include as an addition to their lump sum base bid design fee proposal.

TASK 3-CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS

PLEASE NOTE: The Town may, at its sole discretion, decide not to proceed with the work beyond that which is described in Tasks 1 and 2. If that does occur, the Town shall only be financially responsible for the fees and reasonable reimbursable costs of the Architectural and Other Related Professional Design Services that are identified in the breakdown that will be provided by the Submitter in their Request for Proposals (RFP).

Upon completion of Task 2 and pending the approval of the Referendum by the Town Residents and having received approval to proceed from the Committee, the Architect services and deliverables in connection with Task 3 will include, but not be limited to:

1. Upon approval of the final design development drawings for the Project by the Committee, the Architect will prepare, including but not limited to, a complete set of construction documents for the project, including working drawings, material and technical specifications, bid forms, contract, supplemental conditions, temporary facilities and submittal requirements.
2. The Site drawings shall include, but not be limited to the following:
 - a. General Notes
 - b. Bid Schedule
 - c. Erosion and Sedimentation Control Plan
 - d. Existing Site Conditions
 - e. Proposed Site Plan
 - f. Site and Building Demolition Plans
 - g. Grading Plans
 - h. Pavement, Joint Layout and Traffic Plans
 - i. Utilities Layout and Lighting Plan
 - j. Utilities Profiles

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- k. Storm Water Management Features
- l. Typical Details and Section Sheets

3. The Architectural, Structural, MEPS and Environmental Drawings shall include but not be limited to the following:

- a. Floor Plans
- b. Building Elevations
- c. Details
- d. Sections
- e. General Notes
- f. Seismic Requirements
- g. Smoke and Fire Sealing Details and Requirements
- h. Hazardous Materials Remediation and Abatement Plans for the Site and Buildings
- i. Vibration Isolation Plans

4. The technical specifications must be totally completed and include all relevant sections reflecting all the components that will be required to be part of the new facility. It must include all the appropriate front-end sections, i.e., General Conditions, General Requirements, Contract forms, CHRO, Prevailing Wage Information, detailed Project Construction Schedule that includes and identifies key milestone dates, etc.

5. During the construction document phase, at 60% complete and again at 90% complete, additional construction cost estimates shall be prepared to ensure the project remains within budget.

6. Review the draft construction documents with staff, stakeholders, Authorities Having Jurisdiction (AHJ) and the Building Committee and affected utility companies.

7. Provide design solutions that do not exceed the project budget. Modify the documents as needed to achieve this requirement.

8. The Architect and their Structural Engineer will be responsible for issuing the "Statement of Special Inspections." The Town will be responsible for retaining the outside "third-party special inspector(s)" to undertake the required inspections and testing.

TASK 4-BIDDING, POST BID SCOPE REVIEWS AND NEGOTIATIONS

Upon completion of Task 3 and receiving approval to proceed from the Committee, the Architect services and deliverables in connection with Task 4 will include but not be limited to:

1. The Architect shall attend any pre-bid conferences, provide written notes of the items discussed, distribute them to all attendees, respond to Pre-Bid Requests for Information, and issue all Addenda in a timely manner before the Bid due date.
2. The Architect shall attend and provide advice with respect to bid openings and shall assist in bid analysis and contract award(s), and review and analysis of any bid protest that may be filed.
3. Assist plan holders with any questions and/or problems encountered during the Bid period, prepare addenda to bidding documents as required and attend a pre-bid meeting to describe the scope of work and address questions.
4. Obtain copies of all bids received, review all bids, contact bidder references, and submit written recommendations to the Building Committee for contract award.

TASK 5-CONTRACT ADMINISTRATION

Upon completion of Task 4 and receiving approval to proceed from the Committee, the Architect services and deliverables in connection with Task 5 will include but not be limited to:

1. Convene pre-construction kick-off meeting(s) to coordinate with the Town, appropriate Stakeholders, DPW Personnel, Building Official, Fire Marshal, Building Committee and the Contractor(s).
2. Provide administration of the contract for construction, including but not limited to regular construction reviews, reports and inspection services to ensure completion of the is work consistent with design requirements, plans, drawings and specifications for quality control purposes and to resolve any questions or discrepancies in the construction documents.
3. Provide site visits at a minimum of once per week and keep the Building Committee informed of the progress and quality of work.
4. Conduct, attend and take minutes of record for weekly Project meetings and distribute them to all attendees and stakeholders.
5. Review and certify Contractor's Application for Payment.

6. Review and approve or take other appropriate action upon Contractor's submittals, requests for information ("RFIs") and requests for Change Orders and in a timely manner to ensure, in conjunction with the Building Committee that action regarding the same are completed in accordance with statutory and contractual requirements and that the Project remains on schedule.
7. Maintain a log of all submittals, RFIs, estimated, proposed, and approved Change Orders, Construction Change Directives, supplemental instructions, supplemental designs and sketches issued by the Architect and their other Design Professionals.
8. Review approve and prepare Change Orders and Construction Directives for the Building Committee approval.
9. During construction, the Architect shall review the contractor's work in accordance with the requirements of the construction contract and shall provide a written report of each such review. In addition, the Architect shall review and comment upon logs and construction project reports maintained by the Contractor. Changes or substitutions shall require advance written approval of the Building Committee.
10. Upon completion of construction, the Designer shall perform final inspections and advise the Building Committee of any necessary and incomplete work to satisfy the contract terms.
11. The Architect shall review, at a minimum on a monthly basis, as-built drawings that are being prepared by the contractor(s) and when satisfied with their accuracy and completeness shall advise the Building Committee. Receiving acknowledgement from the Architect that the as-built drawings are up to date and accurate shall be a prerequisite of all contractors having their pay application approved by the Committee.
12. When the as-built drawings are completed and found acceptable to the Architect, they shall endorse and submit such drawings to the Building Committee. They must be provided in both multiple hard and electronic copies.
13. The Architect shall be responsible each month for collecting and reviewing all certified payrolls from all prime contractors, subcontractors, and sub-subcontractors. The Architect shall notify the Committee of any concerns or questions regarding the payroll reports. At the conclusion of the Project, all reports shall be transmitted to the Town for their records.
14. The Architect shall be responsible each month for collecting and reviewing all CHRO forms from all contractors. The Architect shall notify the Committee of any concerns or questions regarding the reports. At the conclusion of the Project, all reports shall be transmitted to the Town for their records.

15. The Architect shall prepare on a regular and routine basis a change order log for the Committee review. It shall contain, at a minimum, the listing of all estimated, pending and approved change orders.

16. Prepare permit applications and submit documents to all affected regulatory agencies and make all corrections required by those agencies prior to the solicitation of bids. All permit fees will be paid by the Town. It is anticipated that the Town of Hebron will waive the general building permit fees, however the trade contractor(s) will still be responsible for paying for the State of Connecticut Code Education Fund Fee.

17. Prepare and distribute Construction Documents including incorporation of any bidding addenda and/or alternate bid item selections, i.e., provide a Conformed Set of Bid Documents.

18. Assist and advise on all claims and disputes that may arise during the construction.

19. Assist and advise on all contractor requests for added days and special work requests.

20. Attend all pre-construction meetings, all pre-installation meetings, Trade Contractor and Subcontractor Coordination Meetings, and progress meetings, and Building Committee meetings during the project in order to ensure that the work is being performed in accordance with the Construction Documents. The Architect shall prepare progress reports documenting and summarizing the construction activities.

21. All Trade Contractor Progress Meetings shall be held on a weekly basis and the Architect shall be responsible for participating in them.

TASK 6-CLOSEOUT

Upon completion of Task 5 and receiving approval to proceed from the Committee, the Architect services and deliverables in connection with Task 6 will include but not be limited to:

1. The Architect and their subconsultants shall generate a detailed list of attic stock, spare parts, start up and final test reports, warranties, guarantees, closeout documents, instructional manuals, etc. that the prime contractor and all subcontractors are required to provide. The document shall be provided to the Committee well in advance of the Project reaching completion.
2. The Architect shall be responsible for generating the final punch list for all trades and disciplines.

3. The Architect shall formally review with and attain from the Building Committee their approval as to the dates for the Project's Substantial Completion and Final Completion.
4. The Architect will be responsible for preparing punch list and for ensuring the completion of all punch list items for the Project prior to certification of Substantial Completion.
5. Upon completion of construction, the Architect shall perform final inspections and advise the Building Committee of any necessary and incomplete work to satisfy the contract terms.
6. Conduct inspections to determine Substantial and Final Project completion including preparation, distribution and review of Project punch lists, review, approval, and consolidation of warranties and close out documents required by the Construction Documents as assembled by the Contractor(s). Approval of final payment is contingent upon compliance with the requirements of the Construction Documents.
7. Assist the Contractor(s) with on-site startup, testing, problem solving and training for operations of the new DPW Facility.
8. Prepare and submit to both the Town of Hebron and the Department of Public Works electronic As-Built Documents including all documents created for and during the project construction (AutoCAD, Version 2014 or later for drawings, Microsoft Word for specifications).
9. In the two months prior to the expiration of the general contractor's warranty, the Architect, in conjunction with the Committee shall assist in identifying any deficiencies in the completed work and enforcing the warranty.

PREVIOUS ASSESSMENT DOCUMENTATION

These Documents are being provided for “information and use only.”

PLEASE NOTE: All Site and Building Conceptual Plans should in no way be construed as the Town, DPW or the Building Committee having any preconceived ideas or plans for design and layout of the new Public Works Facility.

- Excerpts from the Town of Hebron-Municipal Facilities Report-Dated June 24, 2010.
- Town Facilities Needs-A Report to the Board of Selectmen and Citizens of Hebron dated April 4, 2011
- Connecticut River Coastal Conservation District-letter dated June 6, 2012
- CME Associates-Department of Public Works Facility-Preliminary Program Draft #1-dated November 5, 2012
- CME Associates-Department of Public Works-Building and Site Program-dated January 28, 2013
- BL Companies-Proposed Operations Facility-Town of Hebron-Department of Public Works-550 Old Colchester Road-Dated March 2015-7 Drawings
 - Drawing A1.01A-Floor Plan Option 1A-Dated March 20, 2015
 - Drawing A1.01B-Floor Plan Option 1B-Dated March 20, 2015
 - Drawing A1.01-Floor Plan Option 1B-Dated March 20, 2015
 - Drawing A1.01-Floor Plan Option 1B-Dated September 6, 2017
 - Drawing A2.01-Elevations-Dated March 20, 2015
 - Drawing A2.02-Cold Storage-Dated September 6, 2017
 - Drawing A2.03-Salt Shed-Dated September 6, 2017
- Nathan L. Jacobson & Associates-Land Acquisition Plan-May 2015
- Nathan L. Jacobson & Associates-Town of Hebron-Public Works Expansion Feasibility Study-Dated June 22, 2015
- Nathan L. Jacobson & Associates-Town of Hebron-Public Works Expansion Feasibility Study-Dated June 22, 2015-with Notations
- Nathan L. Jacobson & Associates-Land Acquisition Acreage Plan-Limit of Buildable Area-Dated July 2015
- BL Companies-Department of Public Works-550 Old Colchester Road-Feasibility Study-Dated October 2015-Report 15 pages
 - Drawing A1.01-Floor Plan Option 1B-Dated March 20, 2015
 - Drawing A3.01-Elevation Option B-Dated March 20, 2015
- Nathan L. Jacobson & Associates-Conceptual Site Plan Layouts-3 Drawings-Undated
- BL Companies-Department of Public Works-Feasibility Study-dated September 25, 2017
- Nathan L. Jacobson & Associates-Existing Conditions-July 2018

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The Project Description –

A Brief Outline of Awarded Consultants Responsibility

Anticipated Professional Disciplines

1. Architect
2. Electrical Engineer (Including Data, Technology, Security, and Telecommunications)
3. Civil Engineer
4. Landscape Architecture
5. Structural Engineer
6. Mechanical Engineer (Including Energy and Building Management Systems)
7. Fire Protection
8. Plumbing Engineer
9. Geotechnical Engineer
10. Environmental and Hazardous Materials Engineer
11. Other (as determined by respondent)

General Requirements of The Firm

1. Coordinate, communicate and seek input and information from all authorities having jurisdiction including, but not limited to the:
 - 1.1. Hebron Town Administration and Staff
 - 1.2. Department of Public Works Action Committee (DPWAC)
 - 1.3. Hebron Building Official
 - 1.4. Hebron Fire Marshal
 - 1.5. CT Department of Energy and Environmental Protection
 - 1.6. US Environmental Protection Agency
 - 1.7. Other Authorities Having Jurisdictions (AHJ)
2. Attend meetings as required throughout Pre-Construction, Construction and Closeout and report progress, issues, and concerns, etc. to the Building Committee (the Committee) during all phases of the project.

SUBMISSION PROCESS AND STRUCTURE

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

1. Introduction and Statement of Qualifications –

1.1. Provide description of your firm's project team member's experience, include similar information for all Consultants and Sub-Consultants Registration and experience, and number of years providing service to Municipalities and specifically in the construction of Department of Public Works facilities services similar to those outlined in the Scope of Services.

1.2. Provide the name and qualifications of the Firm's Lead Architect and Architectural Project Manager/Inspector (if different) for the Project.

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

3. Representative Projects and References - Provide a list of similar Public Works Facility services or work products starting with the most directly relevant projects and client types. Provide at least FIVE (5) specific references for relevant projects completed within the last 10 years, the more recent the better. Three (3) of the listed projects should have been accomplished under the direction of the listed A/PM for this project. Include the project name, location, primary client contacts, contact information, including phone number and email. Also, provide for each listed project the original construction budget and final construction costs.

4. Project Understanding and Approach - Indicate the Firm's familiarity with Department of Public Works services or with similar project facilities and understanding of the history and nature of the existing conditions and the objectives of the project. Discuss the Firm's approach to the project and provide a proposed Scope of Work if more varied or enhanced than the Scope outlined in this RFQ. Note the Firm's internal procedures and practices to ensure quality control, cost control, and timely completion of services.

5. Invoice Format-All Invoices from the Firm must be submitted on a monthly basis that utilizes the AIA Forms G702 and G703. The invoice must provide adequate detail and breakdowns for all the services that will be provided. Please note that no other types of invoices will be accepted.

6. Schedule - Provide an overall project schedule with timelines and milestones.

7. Schedule Considerations-With the existing Salt Shed having to remain operational and accessible on the existing site, the start of construction should be planned to occur after the threat of adverse winter weather has dissipated, which would presumably be during the month of March. At a minimum, the construction schedule

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should call for the completion of and access to the new Salt Shed and the Garage Building in advance of the upcoming winter season.

8. **Form of Contract Agreement**-The Contractual Agreement between the Town of Hebron and the awarded Firm shall be a modified version of 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 and subsequent RFP, the responding firm affirmatively represents that it shall execute the attached agreement without modification 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.

The Company shall provide Certificates of Insurance specifying such coverage and policy endorsements naming the Town, and its elected officials, agents, boards, commissions, employees, and volunteers as additional insureds prior to the start of the work.

- 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 and its respective Officers, agents, and servants.

1.6 Worker's Compensation:

In accordance with Connecticut State Statutes.
Employers Liability Limit - \$1,000,000.

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

1.8 Hold Harmless

The Firm and its Consultants agree to indemnify, defend, and hold harmless the Town of Hebron and its respective Officers, employees, agents and/or servants against demands, claims, actions or causes of actions, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Hebron resulting from or arising out of the execution of the Work. The Certificate of Insurance must include a "Hold Harmless indemnification clause in the interest of the Town of Hebron. The Consultant and all Subconsultants and other interests shall also be named. See Form of Contract for full indemnity and defense obligations.

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

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

Directions for Submitting Proposals

Firms responding to the RFQ should submit one (1) signed original and nine (9) printed copies along with an electronic version on a flash drive of sealed proposals to:

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

All proposals must be in HARD COPY format and be received no later than 10:00 a.m. on Friday, January 3, 2025.

Questions regarding this RFQ shall be directed to:

Name: Andrew 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

Pre-proposal site visits will be held at Hebron Department of Public Works, 550 Old Colchester Road, Hebron, Connecticut, on Thursday, December 19, 2024, at 9:00 a.m. Site visits are not mandatory; however, it is recommended interested parties attend in order to be familiarized with the project. All visitors must check in at the Department of Public Works (DPW) Office.

Proposers that would like to re-visit the Department of Public Works site subsequent to the Pre-Bid Conference should contact the Andrew Tierney via e-mail at: atierney@hebronct.com.

Selection Process

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

A short list of possible candidates may be created.

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

The following will be considered for selection:

- Understanding of the project and completeness of response in relation to RFQ/RFP requirements;
- Project Experience with work of similar size and scope;
- Firm organization and team structure;
- Past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects;
- Past performance coordinating items such as critical paths, quality of work, client communications, providing timely, clear, and concise status updates, managing construction trade contractors;
- Knowledge of Department of Public Works facilities best practices and regulatory requirements;
- Qualifications and experience of key personnel and subconsultants;
- 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 an eight (80) 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 in constructing Public Work facilities.
 3. Specific experience in constructing Public Works facilities .
 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, experience and a proven track record of being able to ascertain both Federal, State and Local permits for Public Works Facilities.
 7. References.
 4. Report of projects completed on time and within budget (20 points)
 1. Includes projects completed with minimal design changes during construction.
 2. Includes changes required due to Architectural/Engineering (A/E) drawing inconsistencies, errors, and omissions.
- B. Those firms that are selected to submitted Fee Proposals (RFP's) will be evaluated using a twenty (20) point system.

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C. The Department of Public Works Action Committee (DPWAC) will be employing a two-step process in order to determine what firm that they will ultimately recommend to the Town.

Step #1-The Committee will utilize the "Evaluation Criteria" that is listed above to select ("short list") at least three (3) but no more than five (5) firms.

Step #2-Those selected firms will be invited to make a formal presentation to discuss and further elaborate on the firm's capabilities to provide the necessary services for the Project. In advance of the presentation, they will be requested to submit a sealed envelope containing their lump sum fee proposal for the "Architectural Design and Other Related Professional Services".

Upon the completion by the Committee of Step #2, they will present its recommendation of the final selection for the contract award to the Hebron Board of Selectmen.

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.

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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)

Hebron Department of Public Works Facility
550 Old Colchester Road
Hebron, CT

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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, Bid No. 2025-XX Architectural and Other Professional Design Services for the Hebron Department of Public Works Facility 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:

Init.

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User Notes:

(3B9ADA43)

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 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.)

Anticipated as 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.)

As set forth in Exhibit A and/or as required by applicable law.

§ 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-Architect~~ shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.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 ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ 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 ~~written~~ 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 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 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.

§ 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.

~~§ 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~~

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Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Owner. Any aggregate limit shall apply per project.

§ 2.5.1 Commercial General-2.5.1. 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

Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. Property damage Liability for the following hazards if applicable:

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

§ 2.5.2 Comprehensive Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) owned, non-owned, hired, or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence

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. \$1,000,000 Property

Damage per Occurrence

\$1,000,000 Combined Single Limit

§ 2.5.3 The Architect may achieve Owners Protective Liability:

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. If the 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 Architect's Protective Liability policy issued naming the Owner as named insured, with a \$1,000,000 per occurrence limit.

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. The wording for both named insured and additional insured shall read as follows: The Town of Hebron and its respective Officers, agents, and servants.

§ 2.5.4 Workers' Compensation at statutory limits. Worker's Compensation:

In accordance with Connecticut State Statutes.

Employers Liability Limit - \$1,000,000 each accident, each employee and policy limit

§ 2.5.5 Employers' Liability with policy limits not less than Professional liability - Professional Liability Insurance (Errors and Omissions) coverage with a limit of at least \$5,000,000 per claim and in the aggregate. The Insurer must be a recognized National Insurance Company.

(\$) each accident, (\$) each employee, and (\$) 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 (\$) per claim and (\$)

§ 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.

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§ 2.5.6.2 The Architect shall provide replacement/renewal certificates at least 30 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 the aggregate effect during the Contract for the applicable statute of limitations for Architects from the final completion date of the Project

§ 2.5.6.4 Any aggregate limit shall apply per project.

§ 2.5.6.5 The Architect's insurance shall be primary over any other valid and collectible insurance of the Owner. Any deductibles are the sole responsibility of the Architect.

§ 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-policies~~ for Commercial General Liability and Automobile Liability to include the Owner ~~as an additional insured and its 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 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 ~~abatement, civil, geotechnical, structural, mechanical, plumbing, fire protection, 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.

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§ 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 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.

§ 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.

§ 3.2.8 The Architect shall provide the Schematic Design services set forth in Exhibit A to the extent not described in this Section

§-3.2.

§ 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.

§ 3.3.4 The Architect shall provide the Design Development services set forth in Exhibit A to the extent not described in this Section

§ 3.3.

§ 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.

§ 3.4.6 The Architect shall provide the Construction Documents services set forth in Exhibit A to the extent not described in this Section

§ 3.4.

§ 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:

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- .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 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 Additional a Basic Service~~, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 The Architect shall provide the Bidding, Post Bid Scope Reviews and Negotiation services set forth in Exhibit A to the extent not described in this Section

~~§ 3.5.~~

§ 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.

§ 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~~ 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

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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;

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- .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.

§ 3.6.6.6 The Architect shall provide the Contract Administration and Closeout services set forth in Exhibit A to the extent not described in this Section 3.6.

§ 3.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and its 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,

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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>
§ 4.1.1.1 Programming	<u>In Basic Services</u>
§ 4.1.1.2 Multiple preliminary designs	<u>In Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service</u>
§ 4.1.1.4 Existing facilities surveys	<u>Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service</u>
§ 4.1.1.5 Site evaluation and planning	<u>Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service</u>
§ 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>In Basic Services</u>
§ 4.1.1.9 Landscape design	<u>In Basic Services</u>
§ 4.1.1.10 Architectural interior design	<u>In Basic Services</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>In Basic Services</u>

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§ 4.1.1.22	Security evaluation and planning	<u>In Basic Services</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 applicable law</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	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by 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

~~§ 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 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;

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- .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.~~

§ 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 ~~TBD (TBD)~~ 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.

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§ 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, encroachments, 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, 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.

§ 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

§ 5.8 ~~The Owner~~ Owner, with the assistance of the Architect, 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 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;

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- .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.

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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.

§ 8.1.3 ~~The Architect and Owner waive~~ 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 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

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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~~ may be equitably adjusted.

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. Not Used.~~

§ 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 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.~~

Int.

§ 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. Not Used.~~

§ 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 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)

Init.

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

§ 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.

Init.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 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;
- .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 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.

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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

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2 AIA Document E203™-2013, Building Information Modeling Exhibit, if completed, 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.)

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

Owner's Request for Qualifications, Bid No. 2025-XX Architectural and Other Professional Design Services for the Hebron Department of Public Works Facility dated _____

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)

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 17:37:49 ET on 11/26/2024 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)