

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

The Town of Hebron

and

Regional School District 8

and

RHAM High School

And

RHAM Middle School



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

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

October 16, 2023

REQUEST FOR QUALIFICATIONS and PROPOSAL

BID # 2024-03

Electrical Design Services:

Town of Hebron and Regional School District 8

Proposals due: Friday, November 17, 2023 by 10:00 a.m.

QUESTIONS CONCERNING PROPOSAL:

E-MAIL: atierney@hebronct.com

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS AND PROPOSAL

RFP # 2024-03

**Electrical Design Services and Other Related
Professional Engineering Services and
Recommendations for
Emergency Electrical Generator System
Town of Hebron and Regional School District 8**

The Town of Hebron and Regional School District 8 is soliciting qualifications and proposals from Electrical Engineering Firms to provide the Evaluation of the Existing Electrical System at the RHAM Middle and High Schools and to provide Recommendations, Design, Bid Documents, Contract Administration, and Closeout for an Emergency Electrical Generator System capable in allowing both the RHAM Middle and High Schools ("The Schools") to become full-service Emergency Shelters.

The RFQ/RFP documents are available on the Town of Hebron website: <https://hebronct.com/bids/>; CT DAS website <https://biznet.ct.gov>; or by contacting the Hebron Town Manager's Office at (860) 228-5971 x 130 or via email to dlanza@hebronct.com.

The selected Electrical Firm (The Firm) shall be the "Lead" on the Project. The Firm shall demonstrate their experience in similar post construction and retrofitted installations of emergency electrical generators. The Statement of Qualifications and Proposal must identify both the lead Electrical Engineer and the Electrical Project Manager (E/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 E/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: Civil Engineer, Landscape Architect, Structural Engineer, Mechanical (Including Energy and Building Management), Electrical (Including Data, Technology, Security and Telecommunications), Fire Protection Engineers, all registered in the State of Connecticut. Their scope of work shall include, but not be limited to: reviewing the existing middle and high schools, and providing their recommendations for the project design and submit such to the Hebron Public Building Committee (The Committee).

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

Pre-proposal site visits will begin at the RHAM High School, 85 Wall Street, Hebron, Connecticut, on **Tuesday, October 31, 2023 at 3:00 p.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 and assemble at the RHAM High School Main Office in order receive clearance and ID badges.

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

Firms responding to the RFQ/RFP should submit a sealed proposal including: one (1) signed original and eight (8) printed copies along with an electronic version on a flash drive to: Town of Hebron c/o Andrew Tierney, Town Manager, Town Office Building, 15 Gilead Street, Hebron, Connecticut 06248. All proposals must be in **HARD COPY** format and be received no later than **10:00 a.m. on Friday, November 17, 2023.**

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

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

Date: October 16, 2023
Hebron, Connecticut

Andrew J. Tierney Town Manager

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EXPECTATIONS

The Project consists of evaluating the existing electrical systems at both the Middle and High Schools; enlisting input from the various stakeholders; reviewing the State Building Code to determine all the building systems that must be provided with emergency electrical back up power in order that both the Middle and High Schools can become full-service emergency shelters. In addition, both the Middle and High Schools School have operations and systems that are currently supported by the existing emergency electrical generator. Backup power must be provided and maintained while the new proposed emergency electrical generator is being installed. The Middle and High Schools serve residents of Hebron, Andover, and Marlborough.

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

The selected Firm will coordinate with all Authorities Having Jurisdiction (AHJ) including, but not limited to the CT Department of Energy and Environmental Protection, Eversource, Town of Hebron, Regional School District 8 Board of Education, Regional School District 8 Superintendent of Schools, RHAM Middle and High School Principals, Regional School District 8 Facilities Manager, Building Official, Fire Marshal, Planning and Zoning Commission, Department of Energy and Environmental Protection (DEEP), Department of Community and Economic Development (DECD), and any other State and Municipal agencies or departments that may be involved.

The selected Firm will be expected to include within the emergency electrical generator, backup power to all systems and operations mandated in order to comply with all current Federal and/or State Codes and with ADA and/or accessibility requirements.

BACKGROUND

REGIONAL SCHOOL DISTRICT # 8

Regional School District # 8 is the Administration that oversees the Middle and High Schools that serve students from the Towns of Hebron, Andover, and Marlborough. Both schools are located on Wall Street in Hebron.

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RHAM High School

RHAM High School is located at 85 Wall Street and was constructed beginning in 2001 and completed in 2003. It is approximately 246,000 square feet and all educational spaces are located in a two-story building. The school supports Grades 9 through 12 and the current student enrollment is approximately 815 students. There is currently a 500 KW emergency electrical generator that provides back up services to a limited number of critical systems and operations to both the Middle and High School. The existing generator provides back up power to the following operations and systems in the High School:

- Sprinkler Fire Pump (Serves Both Schools)
- Sprinkler Jockey Pump (Serves Both Schools)
- Sprinkler Pump Annunciator Panel (Serves Both Schools)
- Fire Alarm Control Panel
- Domestic Water Supply Pumps
- A/C Unit for Head End Room
- All Telecommunications Closets/Equipment
- All Four Boilers and Associated Circulating Pumps (Centralized Heating Plant Serves Both Schools)
- Three Mixed Temperature Circulating Pumps
- Boiler Room Combustion Air Heaters
- Domestic Hot Water Tank
- Dietary Hot Water Tank
- Elevator in Section B
- Dietary Walk-in Refrigerators and Freezer
- Functional Lighting-Cafeteria and Kitchen-only 1/3 on Emergency Power
- Functional Lighting-Classrooms, Corridors, Gym, and Elevator Lighting-only a 1/3 are on Emergency Power
- Functional Exterior Lighting-only 1/3 are on Emergency Power

Currently, **not** on emergency electrical power are the following:

- Exhaust Fans
- RTU/AHU Motors
- HVAC Supply and Return Fans
- Electronic Sinks
- Kitchen Equipment
- Main Office
- Typical Electric Outlets

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RHAM Middle School

RHAM Middle School was renovated in 2004 and the building is a two-story building and occupies approximately 118,000 square feet. The school supports Grades 7 and 8 and the current student enrollment is approximately 389 students.

The existing 500 KW emergency electric generator also provides back up power at the Middle School to the following operations and systems:

- Functional Lighting-Servery and Cafeteria
- Functional Lighting-Classrooms, Corridors, Gym, and Elevator Lighting
- Two Roof Top Exhaust Fans
- All Telecommunications Closets/Equipment
- Elevator

INVESTIGATION AND CONFIRMATION

However, it shall be the Consultants full responsibility to investigate and confirm all existing systems and operations that are currently being supported at both school buildings with backup power by the existing emergency electrical generator. All systems and operations must be included in the design of the new emergency electrical generator.

PROJECT FUNDING

The Town of Hebron was provided a grant in the amount of \$2,000,000 from the Department of Economic and Community Development in order to fund the Project.

SCOPE OF SERVICES

The selected Firm will provide a comprehensive analysis and evaluation of the existing systems within the Middle and High Schools in order to ultimately provide a complete and comprehensive design, bid documents, contract administration, and project closeout, in order to facilitate the installation of an emergency electrical generator of a size and capacity to allow both the Middle and High School to become full-service emergency shelters.

The Firm shall, as part of their Design and Bid Documents, provide the following, including, but not limited to the following:

- Single Line Drawings;
- Load Calculations for Generator Sizing;

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- Panel Schedules;
- Plan and Sections View of New Equipment Locations;
- Conduit Routing Plans;
- Grounding Plans;
- Landscaping, Civil, Structural, Mechanical, Fire Protection Drawings as may be required;
- Electrical and Controls Drawings, including wiring Schematics for all new systems and connections to new systems;
- Any and all other items required by referenced codes, standards, and ordinances;

CIVIL/STRUCTURAL DESIGN REQUIREMENTS:

- The Firm shall be responsible for the design of all equipment and device supports and foundations required for a complete installation of the new emergency electric generator;
- The Firm shall provide an erosion and sedimentation plan detailing areas that will be disturbed and the measures to be employed by the Awarded Contractor for maintaining the control over the disturbed areas to prevent negative impacts during adverse weather conditions;
- The Firm shall be responsible for all surveys and geotechnical analysis required for the new foundation system that is required to support the new emergency electric generator;
- The Firm shall include in their design fuel spill control and containment measure associated with the emergency electric generator including, but not limited to: structures, diversion trenches; berms and spillways. Fuel storage and spill containment systems shall be designed in accordance with EPA, Federal, State, and local regulations.
- The Firm shall provide an overall Site Plan that shows the following, but not limited to: the placement of the new equipment; the extent of the areas requiring excavation and backfill for new conduit and feeder installations; the extent of disturbances requiring the removal and replacement of the existing paved and landscaped area; removal and relocation of existing site utilities including, but not limited to electrical, storm, sewer, and gas lines.

The selected Firm shall also provide budget and cost estimates throughout the pre-construction phase of the project.

RHAM High School was constructed beginning in 2001 and completed in 2003. It is approximately 246,000 square feet and all educational spaces are located in a two-story building. There is currently a 500 KW emergency electrical generator that provides back up services to a limited number of critical systems and operations.

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RHAM Middle School was renovated in 2004 and the building is a two-story building and occupies approximately 118,000 square feet. The school supports grades 7 and 8 and the current student enrollment is approximately 389 students.

The Firm will be expected to include emergency electrical back up power to all systems and operations mandated in order to comply with current Federal and/or State Codes and with all ADA and/or accessibility requirements.

Some of the systems that are expected to be powered by the new emergency electrical generator, include, but are not limited to: Heating, Cooling, Ventilation Systems, Building Management Systems (BMS), Hot Water Heating Systems, Domestic Water Pump Systems and Distribution Systems, Food Service Equipment, Fire and Life Safe Systems, ADA Systems, Security and Intrusion Systems, Telecommunications Systems, Information Technology Systems (IT); Building Management Systems (BMS); critical and select Lighting and Power Systems; select power and lighting to Science Classrooms and their associated Prep Rooms.

It is anticipated that, at a minimum, the following areas within both the Middle and High Schools will need to be fully powered as part of an emergency shelter: Main Office, Kitchen, Cafeteria, Gymnasium, Locker Rooms, and adjacent Toilet Rooms, etc.

The Town of Hebron and Regional School District 8 are aware that the current lead time after approvals of an emergency electrical generator of the approximate size and capacity that would be required is currently running in the range of 18 months. As such, all Firms should take that into consideration as they compile their RFQ/RFP proposals.

During the installation of the new emergency electrical generator, the existing emergency generator or a temporary one must be operational as both the Middle and High School must always have back up electrical power to their existing services and operations.

Upon startup of the generator, transfer/switching from utility power to generator power and transfer/switching back to the utility supply upon restoration of power (after a programmed time, delay) shall be completely automatic, with no manual operations required.

When operating under normal conditions the emergency electrical generator shall be designed so that the fuel storage capacity will provide the longest running time and therefore minimizing the requirement for refueling.

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It is assumed, that based on the required size of the emergency electric generator that the power source will need to be diesel; however, the Firm should evaluate the use of natural gas which is available on the site.

The Firm shall evaluate the noise that the proposed emergency electrical generator will be generating under full load and specify any additional sound mitigation and/or enclosures that may be required above and beyond the sound enclosure that will be part of the generator assembly. This is of particular concern in that the school may need to be used as an overnight shelter for sleeping.

The Firm shall evaluate the emissions requirements and shall specify new equipment to meet and exceed all applicable standards and regulations. The Firm shall also determine if emission discharge permits are required and if so, obtain all necessary permits including all permit fees.

The Firm shall evaluate and address in their design that the emission fumes will be directed away from the buildings and that there will be no risk of them entering in while the emergency electric generator is operating.

The Firm shall provide a design and services that is compliance to all state and federal regulations as it relates to emergency engine use and permitting.

The existing emergency electrical generator currently operates under the Regulations of Connecticut State Agencies (RCSA) section 22a-174-3b(e). It is anticipated that the new generator will also be constructed/operated under RCSA section 22a-174-3b(e).

The Electrical Engineering Firm (or consulting firm) shall be responsible for completing and filing with the CT Department of Energy and Environmental Protection (DEEP) form relative to MASC (Maximum Allowable Stack Concentrations) as per Section 29.

However, the new emergency electrical generator may be subject to additional State and Federal Regulations. As such, it shall be the responsibility of the Electrical Engineering Firm (or consulting firm) to ensure that they submit and obtain on behalf of the Town and RHAM all of the proper and required permits, initial notifications, and written guidance as per the State and Federal Regulations as they will apply to the emergency electrical generator.

If a conflict arises during the permitting process between the State and Federal guidelines and requirements, the Electrical Engineering Firm shall comply with the more restrictive and stringent ones.

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The Firm shall provide a design that locates the new automatic transfer switches (ATS) and all related remote controls within the Main Electrical Rooms of the Middle and High Schools. The ATS shall include software to provide the weekly exercise function that will automatically tests the generator at a time specified by the High School.

The Firm should also anticipate that the final design may require the installation of multiple Automatic Transfer Switches (ATS) and other means to properly shut down and restart the schools' equipment when the source of the electrical power is moved from the utility company to the emergency electrical backup generator and then ultimately restored. This may also require that the existing Building Management System (BMS) be used and possibly modified (e.g., load shedding) to also accomplish the safe shut down and then the power restoration to the equipment.

ORIGINAL CONSTRUCTION DRAWINGS

Included as part of this RFQ/RFP are the following drawings from the original Construction of both the Middle and High Schools.

- Site Drawings-Six (6)-Dated January 20, 2001 with a revision date of February 28, 2001;
- RHAM High School-Forty-Four (44) Electrical Drawings-Dated January 20, 2001 with a revision date of June 22, 2001
- RHAM Middle School-Twenty-Two (22) Electrical Drawings-Dated September 9, 2002 with a revision date of December 16, 2002.

These Documents are being provided for “information and use only” and they should not be relied on as being totally reliable as there were multiple series of “value management/engineering” that was undertaken to maintain the construction budget. As a result, the actual field condition may vary from what has been depicted on the drawings.

A Brief Outline of Awarded Consultants Responsibility

Anticipated Professional Disciplines

1. Electrical Engineer (Including Data, Technology, Security, and Telecommunications)
2. Civil Engineer
3. Landscape Architecture
4. Structural Engineer
5. Mechanical Engineer (Including Energy and Building Management Systems)
6. Fire Protection
7. Other (as determined by respondent)

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General Requirements of The Firm

1. Coordinate, communicate and seek input and information from all authorities having jurisdiction including, but not limited to the:
 - 1.1. Hebron Town Administration and Staff
 - 1.2. Hebron Public Building Committee
 - 1.3. Hebron Building Official
 - 1.4. Hebron Fire Marshal
 - 1.5. Regional School District 8 Board of Education
 - 1.6. Regional School District 8 Superintendent
 - 1.7. RHAM High Principals
 - 1.8. Regional School District 8 Facility Manager
 - 1.9. Eversource
 - 1.10. CT Department of Energy and Environmental Protection
 - 1.11. Department of Community and Economic Development
 - 1.12. Other Authorities Having Jurisdictions (AHJ)
2. Attend meetings as required throughout Pre-Construction, Construction and Closeout and report progress, issues, and concerns, etc. with the Hebron Public Building Committee (the Committee) during all phases of the project.

Task 1 – Investigation and Recommendations

The Consultant shall review the existing documents provided by the Town of Hebron, conduct field investigations and staff interviews as required and determine the full scope of the work for new emergency electrical power systems and associated work needed. Minimally this work shall include, but not be limited to:

- a. Investigate the existing emergency and normal power systems and review all of the available documents.
- b. Evaluate and propose a complete and comprehensive emergency electrical power system including but not limited to a generator and automatic transfer switches to ensure that both the RHAM Middle and High Schools can be utilized as tri-Town Emergency Shelters that meets all of the State and Local requirements.
- c. Prepare preliminary sketches to depict the proposed location of the emergency electrical generator on the site of the Middle/ High School.
- d. Provide preliminary cost estimates for the recommended emergency power systems.
- e. Meet with the staff, stakeholders, Authorities Having Jurisdiction (AHJ) and the Building Committee as needed to review the Consultant's findings, recommend a methodology for the project execution, and begin to determine the best and least disruptive strategies to pursue during the installation phase of the project.

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- f. E/PM to attend an initial project kickoff meeting with The Committee to review project objectives, project scope, anticipated timelines, and milestones of the proposed project. Issue and distribute minutes of meetings to the Committee members and involved parties within one week of said meeting.
- g. Review available existing plans and site related documents (if any) and conduct site visits in-depth investigations as necessary to gain a full understanding of existing conditions and identify all necessary required work to be included in the Construction Documents.
- h. Inspect site conditions to confirm existing documentation accurately portrays existing conditions.
- i. Adjust the recommendations so as not to exceed the Town of Hebron's budget.

Task 2 – Construction Documents

Following the completion of Task 1, the Consultant shall prepare Construction Documents to fully articulate and define the intended design solution for bidding. The construction document process shall include, but not be limited to the following:

- a. Prepare drawings, technical and bidding specifications, and detailed final engineering estimates of the cost for construction of all of the required work.
- b. Conduct field meetings, staff interviews and site investigations as needed to determine the technical requirements as well as the technical capacity, feasibility, and overall impact to the Middle and High Schools operations of the intended improvements. The Consultant shall tailor the design and resulting construction documents as needed to respond to any site and/or operational limitations.
- c. Review the draft construction documents with staff, stakeholders, Authorities Having Jurisdiction (AHJ) and the Building Committee and affected utility companies and regulatory agencies at 75% and 100% completion stages in order to obtain feedback and refine the documents.
- d. 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.
- e. Provide design solutions that do not exceed the project budget. Modify the documents as needed to achieve this requirement.

Task 3 – Bidding and Negotiations

Following the completion of Task 2, the Consultant shall prepare Bid Documents, consisting of drawings, technical, bidding, and contracting specifications, as necessary. In addition to the preparation of the bid documents, the Consultant shall provide, but not limited to the following:

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- a. 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.
- b. Obtain copies of all bids received, review all bids, contact bidder references, and submit written recommendations to the Building Committee for contract award.

Task 4 – Construction Administration

Following completion of Task 3, and during construction, the Consultant shall provide a wide range of construction administration services including, but not limited to the following:

- a. 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.
- b. Attend pre-construction meetings, pre-installation meetings and progress meetings during the project in order to ensure that the work is being performed in accordance with the Construction Documents. The Consultant shall prepare progress reports documenting and summarizing the construction activities.
- c. Review and approve or take other appropriate action on Contractor submittals such as shop drawings, product data, samples, and material approvals for conformance with the Construction Documents.
- d. Review and approve Contractor Requests for Payment and other related documents, including tracking of lien waivers and the review of certified payrolls.
- e. Review and respond to Contractor Requests for Information as required throughout the course of construction. The Consultant shall prepare Construction Clarifications and/or Change Orders with supporting documentation, drawings, instructions, and data as needed.

Task 5 – Project Closeout

Following completion of Task 4, the Consultant shall provide a wide range of construction administration services including, but not limited to the following:

- a. 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 and approval of final payment upon compliance with the requirements of the Construction Documents.
- b. Assist the Contractor with on-site startup, testing, problem solving and training for operation of the emergency electrical generator systems.

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- c. Prepare and submit to both the Town of Hebron, Regional School District 8, and RHAM Middle and High Schools 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).

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 Emergency Electrical Generator Post Construction and Retrofit services similar to those outlined in the Scope of Services.
- 1.2. Provide the name and qualifications of the Firm's Lead Electrical Engineer and Electrical Project Manager/Inspector (if different) for the Project.

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

3. Representative Projects and References - Provide a list of similar Emergency Electrical Generator Post Construction and Retrofit 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 E/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 Emergency Electrical Generator Post Construction and Retrofit services of 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/RFP. Note the Firm's internal procedures and practices to ensure quality control, cost control, and timely completion of services.

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5. **Fees** - Provide a lump sum fee proposal inclusive of all expected reimbursable expenses for the work within the Scope of Services for each Phase of the Project. Provide a fee schedule with standard billing rates for personnel that could work on the project.
6. **Invoice Format**-All Invoices from the Firm must be submitted on a monthly and/or on a regular basis using the AIA Forms G702 and G703. The invoice must provide adequate detail and breakdowns for all of the services that will be provided. Please note that no other types of invoices will be accepted.
7. **Schedule** - Provide an overall project schedule with timelines and milestones. Indicate how the timing of the project will be coordinated to minimize impact to the schools' operations. **The schools' operations must remain ongoing at all times throughout the project.** The proposed schedule must indicate specific dates and durations that allow disruptive elements of the evaluation to be done when schools are not in session. The Town of Hebron and the Regional School District 8 are aware that the current lead time after approvals of an emergency electrical generator of the approximate size and capacity that would be required is currently running in the range of 18 months. As such, all Firms should take that into consideration as they compile their RFQ/RFP proposals.
8. **Form of Contract Agreement**-The Contractual Agreement between the Town of Hebron and the awarded Firm shall be the AIA B101-2017-Standard Form of Agreement Between Owner and Architect. An amended and edited copy of which is attached to this RFQ/RFP. If the Owner awards a contract pursuant to this RFQ/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.

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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, Regional School District No. 8, Regional School District No. 8 Board of Education, the Building Committee for the Project and the State of Connecticut as "additional insured." On a primary

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, Regional School District 8 (where appropriate), and its respective Officers, agents, and servants.

1.6. **Worker's Compensation:**

In accordance with Connecticut State Statutes.

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

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

1.8. Hold Harmless

To the fullest extent allowed by law, the Firm and its Consultants agree to indemnify, defend, and hold harmless the Town of Hebron, Regional School District No. 8, Regional School District No. 8 Board of Education, the Building Committee for the Project and the State of Connecticut and their respective Officers, employees, agents and/or servants and volunteers 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 indemnified parties 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, RHAM Middle School, RHAM High School, and the State of Connecticut. The Consultant and all Subconsultants and other interests shall also be named. Refer to the attached agreement for the full scope of defense, hold harmless and indemnification requirements.

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.

3. DECD (Department of Economic and Community Development) Grant Application Documents

As part of the grant application the following documents were provided to the Town of Hebron by the Department of Economic Development. Each respondent should carefully review them in order familiarize themselves with all of the obligations that they will need to comply with the during the entire design and construction process. Those documents are:

- State of Connecticut-Department of Economic and Community Development-Urban Action Grant Program
- Department of Economic and Community Development-Project Financing Plan and Budget
- Department of Economic and Community Development-Certified Resolution of the Governing Body
- Department of Economic and Community Development-Bidding, Contracting, Construction Guidelines for State Programs

TOWN OF HEBRON, CONNECTICUT
Request for Qualifications/Request for Proposal
RFP # 2024-03
Electrical Design Services and Other Related Professional Services
Emergency Electrical Generator System
Regional School District 8 RHAM High School/RHAM Middle School
October 16, 2023

- Department of Economic and Community Development-Professional Services Selection Guidelines
- State of Connecticut-Nondiscrimination Certificate
- State of Connecticut-Campaign Contribution Certificate
- Department of Economic and Community Development-Administrative and Project Monitoring Plan Outline
- Department of Economic and Community Development-SHPO Project Review Cover Form

Directions for Submitting Proposals

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

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

All proposals must be in HARD COPY format and be received no later than 10:00 a.m. on Friday, November 17, 2023.

Questions regarding this RFQ/RFP 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.

Pre-Bid Walkthrough

Pre-proposal site visits will be held and begin at **RHAM High School**, 85 Wall Street, Hebron, CT on **Tuesday, October 31, 2023 at 3:00 p.m.** Site visits are not mandatory; however, it is recommended interested parties attend to be familiarized with the project. Proposers that would like to re-visit the RHAM Middle and High School site subsequent to the Pre-Bid Conference should contact the Andrew Tierney via e-mail at: atierney@hebronct.com.

TOWN OF HEBRON, CONNECTICUT
Request for Qualifications/Request for Proposal
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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 generator 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;
- Fee proposal.

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EVALUATION CRITERIA

- A. The responses to the RFQ/RFP will be evaluated using a one hundred (100) point system on the following categories:
1. Responsiveness (20 points)
 1. Requested information included and the thoroughness of the responses.
 2. Documented understanding of project management principles.
 3. Proposed approach to project organization and the execution of the work.
 4. Clarity and brevity of the response.
 2. Staffing plan (20 points)
 1. Provisions for providing the required disciplines and skills.
 2. Provisions for active participation by firm's key personnel.
 3. Qualifications of key personnel meeting the requirement of the project.
 3. Firm's capability to provide the required services (20 points)
 1. Background of the firm.
 2. Relevant experience on active schools while overseeing construction projects.
 3. Specific experience on active schools while overseeing construction projects.
 4. Methodology proposed to meet objectives of the project.
 5. Location of firm within the general geographical area of the project and in-depth knowledge of the market in the locality of the project.
 6. History, knowledge, and a proven track record of being able to ascertain both Federal and State permits for emergency electrical generators.
 7. Firm's previous experience in working with the Department of Economic and Community Development
 8. 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.
 5. Proposed Fee (20 points)

TOWN OF HEBRON, CONNECTICUT

Request for Qualifications/Request for Proposal

RFP # 2024-03

Electrical Design Services and Other Related Professional Services

Emergency Electrical Generator System

Regional School District 8 RHAM High School/RHAM Middle School

October 16, 2023

B. The Building Committee will rank those firms qualified in order as outlined above. The top firms may be required to make a presentation to the Building Committee to discuss and to further elaborate on the firm's capabilities to provide services for this project. The Building Committee will present its recommendation for the final selection to the Department of Economic and Community Development for their review. Upon receiving that approval, the Building Committee will forward its recommendation for the contract award to the Hebron Board of Selectmen.

TOWN OF HEBRON, CONNECTICUT
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October 16, 2023

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

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

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

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

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and Sworn to me this ____ day of _____, 2023.

Notary Public
My Commission Expires

Hebron Code of Ethics
Effective November 5, 2019

I. Persons Governed by this Code

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

II. Purpose

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

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

III. Definitions

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

- A. ***Conflict of Interest:*** A conflict between one’s obligation to the public good and one’s self-interest.
- B. ***Financial Interest:*** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.

- C. **Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However, a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren) parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.
- E. **Independent Contractor:** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor, or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. **Personal Interest:** Any non-monetary benefit, special consideration, treatment, or advantage accruing to persons governed by this code which is not equally available to the general public.

IV. Conflicts of Interest

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

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

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

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

V. Disclosure and Recusal

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

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

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

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

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

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

VI. Gifts

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

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

VII. Use of Town Assets

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

VIII. Use of Confidential Information

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



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2023
(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)

Electrical Design Services
RHAM Middle School and RHAM High School
Emergency Generator System

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

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

Evaluation of the Existing Electrical System at the RHAM Middle and High Schools and to provide Recommendations, Design, Bid Documents, Contract Administration, and Closeout for an Emergency Electrical Generator System capable in allowing both the RHAM Middle and High Schools to become an Emergency Shelters. See, Owner's Request for Qualifications and Proposal dated October 16, 2023 -- Bid #2024-03 Electrical Design Services, attached hereto as Exhibit A for additional details.

§ 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.)

Approximately \$2,000,000.00

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

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

Competitive bidding - 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 may be required by the Department of Economic and Community Development ("DECD")

§ 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.)

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

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

§ 1.1.9 The Owner shall ~~retain the following consultants and contractors:~~not retain any consultants. The Owner shall only retain the Contractor through a competitive bidding process.
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

Not Applicable

.2 Civil Engineer:

By Architect

.3 Other, if any:

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

The Owner shall retain a Contractor to perform the Work through a competitive bidding process in accordance with applicable law.

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

§ 1.1.11 The Architect shall retain ~~the consultants identified in Sections 1.1.11.1 and 1.1.11.2:~~
all consultants necessary to perform the services set forth in this Agreement:
(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:

Init.

.4 Civil Engineer Engineer:

.5 Landscape Architect:

.6 Fire Protection Engineer:

.7 Other Engineers/Consultants:

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined if needed

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

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect or a professional engineer shall provide professional services as set forth in this Agreement. The Architect or professional engineer 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. The term "Architect" as used in this Agreement shall not necessarily be construed to mean a licensed architect or architectural firm. The designation refers only to a licensed design professional qualified by law to perform the services set forth in this Agreement. If a professional engineer or professional engineering firm is retained by the Owner, the engineer shall perform all of the duties and obligations and be entitled to the same benefits as the Architect in accordance with this Agreement. Accordingly, the term "Architect" means the firm designated on the cover page of this Agreement.

§ 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.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage. damage, including Premises-Operations, Independent Consultants or Sub-Consultants, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage. Property damage Liability for the following hazards if applicable: X (Explosion), C (Collapse), U (Underground damage).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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 with policy limits of not less than one million dollars (\$ 1,000,000) bodily injury per accident/occurrence, one million dollars (\$1,000,000) property damage per accident/occurrence; and one million dollars (\$1,000,000) combined single limit, per accident for bodily

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injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

§ 2.5.6.1 If coverage is written on a claims made basis, an extended reporting period equivalent to three (3) years after the Architect completes all services under this Agreement or substantial completion of the Project, whichever is longer.

§ 2.5.6.2 The Architect shall require its consultants to maintain Professional Liability insurance and other liability insurance as appropriate for the services provided and any other insurance required by law.

§ 2.5.6.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Owner. The Owner may require the Architect to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

§ 2.5.6.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-/VIII or otherwise acceptable to the Owner.

§ 2.5.6.5 Verification of Coverage. Architect shall furnish the Owner with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Owner or on other than the Owner's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Architect's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

§ 2.5.6.6 The Owner reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Owner. The Architect shall furnish a certificate of insurance and policy endorsements to the Owner for all insurance coverages set forth in this Agreement 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 Owner will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

§ 2.5.6.7 Any aggregate limit shall apply per Project.

§ 2.5.6.8 If the Architect's compensation exceeds \$100,000 or the Work is hazardous in nature there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying insurance set forth in this Agreement. In such case there shall also be required an Owner's and the Architect's Protective Liability policy issued naming the Additional Insureds as named insureds, with a \$1,000,000 per occurrence limit.

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§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect and the Architect's consultants shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the ~~Owner as an additional insured~~ Owner, Regional School District No. 8, the Regional School District No. 8 Board of Education, the State of Connecticut, and the building committee for the Project and their respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers ("Additional Insureds") as additional insureds for claims caused in whole or in part by the Architect's or the Architect's consultants' negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the ~~Owner's~~ Additional Insured's insurance policies and shall apply to both ongoing and completed operations.

§ 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~~ 2.5.2.5 prior to the commencement of the services set forth in this Agreement.

§ 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 ~~include usual and customary structural, mechanical, Exhibit A include, but are not limited to, all necessary, usual and customary civil, landscape design, technology and security, structural, mechanical, fire protection, and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services. 3, or any Exhibit referenced in this Agreement or otherwise described in this Agreement as being the responsibility of the Architect are Supplemental or Additional Services. In the event of any conflict in this Agreement concerning the services to be provided by the Architect, the more expensive, more inclusive, more time-consuming service 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, consultants, if any.~~ The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants, consultants unless the Architect knows that such services or information is not accurate or incomplete.~~ The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

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§ 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.

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~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 Not Used.

~~**§ 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 Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or ~~omissions, but omissions and those of its consultants. The Architect shall properly correct or remedy any damage, defects or problems caused by or related to any 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

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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 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, unless otherwise agreed by the Owner in writing.

§ 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, unless the Architect or its consultants know that such design submissions are not complete or accurate.~~

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

§ 3.7 To the fullest extent provided by law, the Architect shall indemnify, defend, and hold harmless the Owner, the building committee for the Project, Regional School District No. 8, the Regional School District No. 8 Board of Education, the State of Connecticut, and their respective officers, agents, employees, elected officials, and volunteers ("Indemnitees") from and against any and all claims, demands, suits, proceedings, liabilities, judgments,

awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death or errors and/or omissions in the Architect's services sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Indemnitees whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Architect shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Architect shall not be required to indemnify the Indemnitees against any such damages occasioned solely by acts or omissions of the Indemnitees.

§ 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 indemnification, hold harmless and defense 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 below or set forth in Exhibit A (Exhibit A includes Basic Services), the 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 or set forth in Exhibit A, 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>In Basic Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>In Basic Services</u>
§ 4.1.1.5 Site evaluation and planning	<u>In Basic Services</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 Basis Services to the extent necessary to perform the services set forth in this Agreement</u>
§ 4.1.1.11 Value analysis	<u>Architect</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13 On-site project representation	<u>In Basis Services as limited by Section 4.2.3.2</u>
§ 4.1.1.14 Conformed documents for construction	<u>In Basis Services</u>
§ 4.1.1.15 As-designed record drawings	<u>In Basic Services</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>

§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</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 Basis Services</u>
§ 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>Not Provided</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	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Owner</u>

§ 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 and requirements for Project funding at no additional cost.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, or negligence of the Architect or the Architect's consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; Service made after the Construction Documents were prepared;

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- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; hereto 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.

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

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

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ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 ~~The~~ To the extent in the Owner's possession and if not otherwise included in Basic Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, 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, and only if such services are required for the Project the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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§ 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

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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~~, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the~~ 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.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 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.

§ 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.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 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.

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

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

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

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

- ~~1 Transportation and authorized~~ 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; and plots;~~
- 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 ten percent (10 %) 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.)~~

Not Used.

§ 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.

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§ 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 the 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 Equal Opportunity in Employment.

The Owner will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.

1. The Architect, and on behalf of the Architect's consultants agrees and warrants that in the performance of this Agreement he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of in which the Project is located. The Architect also agrees to provide the Owner's Affirmative Action Officer with such information that he/she may request concerning the employment practices and procedures of the Architect and the Architect's consultants as related to the provisions of this section.

2. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

3. Nothing herein is intended to relieve the Architect from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its Agreement on this Project.

4. The Architect s encouraged to solicit minority owned business participation in the Project.

§ 12.2 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Architect shall proceed diligently and continuously with performance of the Agreement and the Owner shall continue to make payments, which are not the subject of a good faith dispute, in accordance with this Agreement. A good faith dispute over payments of any kind shall not be cause for the Architect to cease or suspend its services under this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

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

- .4 Other documents:

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

Exhibit A – Owner’s Request for Qualifications and Proposal dated October 16, 2023 – Bid #2024-03
Electrical Design Services

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

OWNER (Signature)

ARCHITECT (Signature)

Town of Hebron, Connecticut

(Printed name and title)

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

Int.

Certification of Document's Authenticity

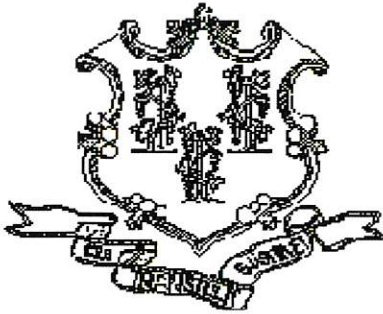
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 15:55:21 ET on 10/10/2023 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)



State of Connecticut

Department of Economic and Community Development

Urban Action Grant Program

Application

Application Instructions

General Description:

This Application is a brief outline to enable the DECD to determine the eligibility and strength of the applicant and/or project to apply for the Urban Action Grant Program. *If the entity submitting this request will not be the final recipient of the funds, please complete the slipsheet entitled "Application for Pass-through".* All information accompanying this Application is confidential and exempt from the Freedom of Information Act.

1. **Applicant Name:** List the full legal name of the applicant for financial assistance.
 2. **Address:** Mailing address where correspondence should be sent. If different from the applicant location, so indicate.
 3. **Contact Person:** If appropriate, include title.
 4. **Project Name:** Full title of project. If unsure of title, check with DECD staff.
 5. **Project Location:** Give the location where financing will be used. The municipality is the jurisdiction to whom property taxes are paid.
 6. **Federal Employer ID # and SIC Code:** Please list both numbers (if applicable.)
 7. **Form of Business/Organization:** Indicate if organization is for-profit, not-for-profit or a municipality. Attach copy of corporate certificate if applicable.
 8. **Ownership:** Indicate form of corporation if applicable. Minority or woman ownership must be 51% to be considered for this status. Minority includes a variety of categories such as racial, ethnic, gender and disability status. Check with DECD staff for confirmation.
 9. **Nature of Business/Organization:** Indicate what type of industry the business/organization is engaged in as well as the Business Activity (section B) and Type of Product or service (section C).
 10. **Gross Sales/Receipts:** Gross/Sales receipts of the organization during the last calendar or fiscal year.
 11. **Ownership and Subsidiaries:** If not practical to list every business owner, include owners holding 10% or more of the organization. If ownership of the recipient of the funds is different from the organization, please list on a separate sheet the owners of the recipient.
 19. **Employment:** Projected employment is the anticipated number of employees in the organization within 2-5 years. Please classify full-time or part-time.
 20. **Required documents:** (for pre-application phase):
 - A. **Business Plan:** Include a copy of the organization's current business plan.
 - B. **Business Financial Statements:** If available, CPA prepared financial statements for the most recent three years with 5 year projections. Otherwise, federal tax returns.
 - C. **Cash Flow:** Please include, as a part of the financial statements, a summary of cash flow covering prior year's operations.
 - D. **Payroll, Sales, Corporate Taxes** paid to Connecticut (past 3 years and projected for 5 years).
 - E. **Personal financial statements** of owners of 10% or more of the company.
 - F. **Schedule of related affiliated companies.**
 - G. **If the project involves the purchase of a business, please provide the following:**
 - I. **Purchase Agreement** or memorandum between the parties.
 - II. **Current balance sheet** of business being acquired.
 - III. **Appraisal, or estimate of value, of real estate and equipment.**
 21. **Project Narrative:** Describe the project for which funding is being requested (i.e., type of equipment to be purchased, nature of inventory and uses for working capital). For a building, include address, acres of land, building's square feet, and size of any building addition. List any tenants. If project involves refinancing, describe who will be refinanced and the purpose for the loan.
 22. **Assistance Requested:** Under "Amount of Financing Requested" specify amount and nature of assistance. For "Services Requested" identify type of service requested.
 23. **Conventional Financing:** Outline the amount and terms of any funds from conventional sources that are available to fund all, or a portion of the project. If applicable, indicate reasons for denial.
 25. **Public Disclosure:** The DECD is required by law to include in its final approval consideration the extent to which the applicant has included community and employee participation, *unless* this question is answered "Yes", and an explanation is provided.
-
-



SECTION I **APPLICANT IDENTIFICATION**

1. Applicant's Full Legal Name: Town of Hebron
2. Applicant Town of Hebron on Behalf of Regional School District # 8
3. Contact Person: Andrew J. Tierney, Town Manager
 Telephone: 860 228-5971 Fax: 860 228-4859
4. Project Name: RHAM Emergency Generator
5. Project Location: RHAM High/Middle School Municipality Town of Hebron
6. Federal Employer Identification # 066002015 SIC Code: _____

SECTION II **APPLICANT INFORMATION**

7. Form of Organization (attach copy of corporate certificate)
 _____ Private for Profit XXX Municipality
 _____ Non-Profit 501(c)3 _____ Other _____
 _____ Other non-profit
8. Form of Ownership
 _____ Corporation _____ Partnership
 _____ Proprietorship _____ Sub-Chapter "S" corp.
XXX Other
- Date acquired/Established 1708 State where Connecticut
 Minority Owned NA Woman Owned NA
 (Minority as defined in §32-9e sub-section 3 of Connecticut General Statutes)
9. Nature of Business/Organization
 A. Industry
 _____ Manufacturer _____ Retailer _____ Wholesaler
 _____ Service _____ Construction _____ Finance, Insurance or Real Estate
XXX Other (Please describe) Municipal Government/Education
- B. Business Activity (e.g. research and development, production, headquarters, etc.)
NA
- C. Type of product or service (e.g. pharmaceuticals, computer software, etc.)
NA

10. Gross Sales/Receipts/Revenues

Total Sales Receipts NA Approximate % sales in CT _____
Approximate % sales outside of NA Approximate % sales outside of US _____

11. Ownership and subsidiaries: NA

Please attach as Exhibit "A" a list of the names, titles, and percent of ownership of all stockholders. If there are more than ten stockholders, list only those with 10% or more ownership. Also list all business organizations, including but not limited to, corporations, partnerships, limited partnerships, sole proprietors, trusts and syndications which are subsidiaries or affiliates of the Applicant along with their address and the nature of their interest or connection. If the Applicant is a subsidiary or affiliate, then list the owning or holding organization and all subsidiaries or affiliates. If there are none, please so indicate.

12. Business/Organization History: Municipal Government/Education est. 1708

Please provide a brief description of the business/organization's history and attach. If the organization is non-profit, please state your organization's purpose.

SECTION III FINANCIAL INFORMATION

13. Unpaid Taxes (List any below) None

	Type	Amount	Past Due	Payment Terms
Federal				
State				
Local				

14. Are there any outstanding, pending or anticipated claims or litigation against your business or organization?

XXX Yes (If yes, please attach _____) No

15. Have you ever personally declared bankruptcy or been an officer of a business or organization where bankruptcy has been declared?

_____ Yes (If yes, please attach _____) XXX No

16. Have you ever received prior State financing for this project?

_____ Yes _____ DECD _____ CDA _____ CII

Amount _____ Date _____
Program _____

XXX No

17. Environmental Compliance

- A. Has any state, including Connecticut, federal administrative agency or federal court issued any order or entered any judgement to the business/organization concerning a violation of any environmental law? If yes, please include the type of enforcement action, date, jurisdiction, order/case/docket number and description of violation. **NO**
- B. Is there any property transfer filing pending with the DEP? If yes, attach the applicable forms and responsible party's obligations. **NO**
- C. Is there any Environmental Site Assessment (ESA) conducted by any party on this site, i.e., Phase I, II or III ESA? If yes, please enclose a copy. **NO**

18. OSHA Compliance

Do you have any outstanding orders from the federal Occupational Safety and Health Administration? If yes, please describe on an additional sheet and give the name, address and telephone number of the individual handling your case. **NO**

19. Employment (Full-time employment is a minimum of 35 hours per week as reported to the Department of Labor)

Present Employment		Projected Employment by end of two years		Projected Employment by end of five years	
Full time:	47	Full time	48	Full time	50
Part time:	50	Part time:	50	Part time:	50
Total:	97	Total:	98	Total:	100

Of the present employment listed above, how many would be lost if the State did not provide the proposed funding?

None

SECTION IV

PROJECT INFORMATION

20. Required Documents (Please refer to the instruction page)

- A. Business/Strategic Plan **NA**
- B. Financial statements of the Business/Organization (includes notes and projection)
- D. Cash Flow Summary for prior year
- E. Payroll, Sales, Corporate Taxes Paid to CT (past 3 years, projected for 5 years) **NA**
- F. Personal financial statement(s) (owners of 10% or more of company) **NA**
- G. Schedule of related affiliated companies **NA**
- H. Information regarding a business acquisition **NA**

Item B. and C. Town of Hebron Audit 2019-2020 <https://hebronct.com/uploads/2021/05/2020-CAFR.pdf>

21. Project Narrative

Please attach a brief project description including use of funds and complete the Project Plan and Budget included with this package.

22. Assistance Requested

Amount of financial assistance \$2 million
Services Requested: _____

23. Conventional Financing

Please describe on an additional sheet what steps, if any, you have taken to obtain financing from conventional sources.

24. Security /Collateral for DECD State Financial Assistance (check appropriate):

Real Property Corporate Guarantee Machinery and Equipment
 Personal Guarantee Not Required Other

25. Public Disclosure

Will informing the municipality and employee representatives of the proposed request for financial assistance prior to DECD/CDA's final approval be considered a disclosure of confidential or proprietary information or trade secret?

Yes (If yes, please attach an explanation) No

Certification by Applicant

It is hereby represented by the undersigned, that to the best of my knowledge and belief no information or data contained in the application, the financial statements or in the attachments are in any way false or incorrect and that no material information has been omitted. The undersigned agrees that banks, credit agencies, the Connecticut Department of Labor, the Connecticut Department of Revenue Services, the Connecticut Department of Environmental Protection, and other references are hereby authorized now, or anytime in the future, to give the Department of Economic and Community Development any and all information in connection with matters referred to in this application, including information concerning the payment of taxes by the applicant. In addition, the undersigned agrees that any funds provided pursuant to this application will be utilized exclusively for the purposes represented in this application, as may be amended. The undersigned understands that the Department of Economic and Community Development's agreement to review this application is in no way a commitment to provide funding. Such a commitment can be provided only following the approval of the application by the Department and the State Bond Commission and the execution of a contract between the applicant and the State of Connecticut. As such, any funds expended by the applicant prior to these approvals will be done so entirely at the risk of the applicant.

Please be sure to include the additional attachments required.

Signature _____ Title Town Manager Date _____

Return to: Manager Name
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
Street
City, CT 06
Phone ()
Fax ()
Page 4 of 4



State of Connecticut
Department of Economic and Community Development
Urban Action Grant Application
Pursuant to §4-66(c) of the Connecticut General Statutes

This application should be completed by the business/organization that will pass Urban Action Grant funds onto another entity.

1. Name Town of Hebron
2. Address 15 Gilead Street
Hebron CT **Zip Code** 06248
3. Contact Person Andrew J. Tierney
Telephone: 860 228-5971 **Fax:** 860 2284859
4. Project Name RHAM Emergency Generator **Municipality** Hebron
5. Project Location RHAM High/Middle School, Wall Street, Hebron
6. Federal Employer Identification # 06-6002015 **SIC Code:** _____

7. Form of Organization
 Municipality
 Non-Profit 501(c) 3
 Other Non-Profit
 Other
Date Established 1708
Where created Hebron, Connecticut

8. Have you received prior state financing for this project?
 No
 Yes _____ **DECD** _____ **CDA** _____ **CII**
Amount \$ 2 million **Date** _____
Program _____

RHAM HIGH/MIDDLE SCHOOL EMERGENCY GENERATOR

Operating a regional emergency shelter for the Towns of Andover, Hebron and Marlborough would maximize efficiency by centralizing emergency shelter operations and allowing for shared manpower and other resources. RHAM High School is the best venue for such a shelter due to its size, parking capacity, large gym, auditorium, kitchen, showers and centralized location to all three communities. RHAM High School cannot currently fulfil this function as critical parts of the building (kitchen, heating and air conditioning systems, electrically powered sink valves, and 120-volt electrical outlets) are not powered by the existing building generator. The Towns of Andover, Hebron and Marlborough support the creation of a regional shelter. This grant would allow for the installation of a properly sized generator to run the entire building as well as upgrades to the power distribution system, thereby allowing the facility to serve as a regional emergency shelter.

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
Project Financing Plan and Budget

HOW TO COMPLETE THIS BUDGET

Most items on the form are self-explanatory. As you can see we have broken down each category with an Account Code located on the left hand side of the form, these account codes match the Account Manual of the Department located at <http://www.state.ct.us/ecd/accounting/index.html>. If you need to customize the budget to further fit your project, we have provided you with additional blank lines in each category. **DO NOT** insert additional lines as this Budget contains formulas in certain places and if you try to restructure the form the formula's may get lost or deleted. Those fields that need explanation are discussed below. A draft of this budget must be reviewed by the Applicant and the DECD Project Manager prior to final submission.

Page 1

- START DATE is the initial date of project expenditures.
- SOURCES OF FUNDING: DECD Program 1 & 2 are to be used only if the project involves a loan and grant combination or more than one DECD program.
- SOURCES OF FUNDING: Do NOT un-shade the shaded area
- SOURCES OF FUNDING: The Non-DECD Funds are the funds from the business, bank, regional entity etc.
- SOURCES OF FUNDING: If you need to identify additional sources of funding and they are not part of the existing list (i.e. CDA, CII, CHFA), names may be substituted to fit the project.
- AUTHORIZED SIGNATURE: The person who is signing the budget should be the same person authorized in the Corporate Resolution on file with DECD.

Page 2-4

- PROJECT INCOME DETAIL: Account code 1300 is specific to income derived from the project. Consult your project manager for applicability to your project.
- USES SUMMARY: Account code 1400 is the *complete summary* of the budget at a glance, of the line items that follow which are broken down in detail.
- Columns: DECD Program #1 and DECD Program #2 are used only if your project involves a loan/grant combination or more than one program. Use DECD Program #1 column for DECD financing. If it is *necessary* to identify a specific entities breakdown of funding than that entities name may be typed in the column DECD Program #2.
- Column: Other Funds is a *combined* column of other funds aside from DECD funds being used for the project.

Schedule A – Salaries

- This page is to be filled out if DECD financing has been approved to be used toward officers or any other employee's salaries.

DOCUMENTS NEEDED (you may be requested to provide additional schedules to provide greater detail on certain project expenditures)

- Account code 1430 CONSTRUCTION: attach additional schedules as needed for explanation of line item.
- Account code 1415 ADMINISTRATION: line item 1415.1: if salaries of individuals are part of the approved project, you must attach the Schedule A as required.
- Account code 1425 ARCHITECTURAL/ENGINEERING: attach additional schedules as needed for explanation of line item.
- Account code 1440 CAPITAL COSTS: line item 1440.1: attach list of machinery and equipment.



ANDREW J. TIERNEY
TOWN MANAGER

Town of Hebron

**TOWN OFFICE BUILDING
15 GILEAD STREET
HEBRON, CONNECTICUT 06248
TELEPHONE: (860) 228-5971
FAX: (860) 228-4859
www.hebronct.com**

DANIEL LARSON
CHAIRMAN

GAIL B. RICHMOND
VICE CHAIRMAN

PETER D. KASPER
SELECTMAN

MARC P. RUBERA
SELECTMAN

TIFFANY V. THIELE
SELECTMAN

CERTIFIED RESOLUTION

Resolution of the Town of Hebron

I, Carla Pomproicz, do hereby certify that I am the Town Clerk of the Town of Hebron, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 15 Gilead Street, Hebron, Connecticut, that I am the keeper of the corporate records and seal and that the following is a true and correct copy of a resolution duly adopted and ratified at the Hebron Board of Selectmen Meeting on Thursday, September 15, 2022, in accordance with the governing document Town Charter of the Town of Hebron and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

WHEREAS, pursuant to Connecticut General Statute 4-66(c) Urban Action Grant Program, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

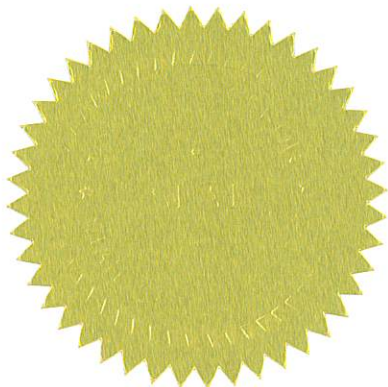
WHEREAS, it is desirable and in the public interest that the Town of Hebron on behalf of RHAM Regional School District # 8 make an application to the State for \$2 million in order to undertake the RHAM Emergency Generator Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Hebron Board of Selectmen

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statute 4-66(c) Urban Action Grant Program
2. That the filing of an application for State financial assistance by the Town of Hebron on behalf of RHAM Regional School District # 8 in an amount not to exceed \$2 million is hereby approved and that Town Manager, Andrew J. Tierney, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of Hebron on behalf of RHAM Regional School District # 8.

Be it further known that Andrew J. Tierney was appointed as Town Manager on October 4, 2012, and his term of office began on and will continue indefinitely. As the Town Manager, Andrew J. Tierney serves as the Chief Executive Officer for the Town of Hebron and is duly authorized to enter into agreements and contracts on behalf of the Town of Hebron.

Dated at Hebron, Connecticut, this 19th of September, 2022.




Carla Pomproicz, Town Clerk

**Regional School District No. 8 Board of Education
Regular Meeting
Monday, September 19, 2022 @ 6:30 pm**

Note: Due to the Covid-19 pandemic, attendees participated via in person and Zoom

1. Call to Order and Roll Call

Mike Morris called the meeting to order at 6:30 pm

BOE Members Present: Mike Morris, Erik Schevchenko, Michael Charron, Gabe Marques; Joseph Colletti, Heather Summerer, Kirsten Erlandsen and via zoom- Judy Benson-Clarke, Susan Stolfi, Carey Fraulino

Administration Present: Collin McNamara, Superintendent Eva Gallupe, Business Manager

Student Representative: none

2. Pledge of Allegiance

3. Public Comments - none

4. Add/Delete Agenda Items – none

5. Student Representative Report – no report

6. BOE Chair Report – M. Morris introduced new Board member Kiersten from Andover. Thanked staff, faculty and maintenance staff for making the first weeks of school a great experience. Convocation was wonderful and a great opening to school. Participated in the first open house in a few years and it was a great event.

7. Report of the Superintendent – C. McNamara reported the first few weeks of school have gone well. Convocation was very positive. Energy of the school has been fantastic, and hopefully traffic will improve. Periodicals handed out from C.A.B.E.

8. Consent Agenda

8.1. Approval of Minutes; August 22, 2022

S. Stolfi moved to approve the meeting minutes of August 22, 2022, seconded by E. Schevchenko. Unanimously approved. MOTION CARRIED.

8.2. Resignation of Julie Day

M. Charron moved to accept the resignation letter of Julie Day, seconded by J. Colletti. Unanimously approved. MOTION CARRIED

9. Old Business

- 9.1. Short Term Investment Fund – C. McNamara stated that short of what is available online it has been challenging getting more information. E. Gallupe reached out to the administrative team and was unable to get more detailed information.

Discussion.

M. Charron moved to authorize business manager to invest funds up to \$300,000 in STIF funds at her discretion with requirement to update board on where it stands on ongoing basis, seconded by E. Schevencho. Unanimously approved. MOTION CARRIED.

10. New Business

- 10.1. Proposed Calendar for BOE Subcommittees – C. McNamara discussed the calendar is what the Board has historically done. Project is coming up to address the athletic fields, but his recommendation is to go forward with this schedule for the time being. Board meetings have not been set for 2023 yet, but will most likely mimic what was done last year.

- 10.2. Discussion and possible action to support the Town of Hebron's application for a grant from the State of CT Department of Economic and Community Development for the installation of a generator at RHAM High School – C. McNamara stated the Town of Hebron is applying for a grant through the Department of Economic and Community Development for a generator that would enable RHAM to serve as a regional emergency shelter for residents for Andover, Marlborough and Hebron. Need a formal declaration by BOE that demonstrates they are in support of this grant request. Discussion on placement of new generator and current generator plans, as well as emergency response plans.

J. Benson-Clark moved to support the town of Hebron application grant to the State of CT Dept of Economic and Community Development for the installation of a generator at RHAM high school and for the superintendent of school to represent the district by collaborating with town manager and others on the installation project, seconded by G. Marques. Unanimously approved. MOTION CARRIED.

- 10.3. Draft BOE Meeting Timeline – C. McNamara worked on with central office team to have a timeline that shows the important BOE practices and things that need to be done. This would give a layout of what the year holds. S. Stolfi asked for some additional items to be included; district meeting vote, CABA conference and graduation date. Discussion on Board meeting dates.

- 10.4. BOE Self Evaluation Tool – M. Morris stated that it's a board policy that requires this evaluation to take place in June and discussed in the August meeting. This did not happen this last June so we will do this in September and discuss in November meeting. He apologized for not having this complete during the time frame it was due.

- 10.5. EastConn Update – C. McNamara notified the Board that our regional educational service center has hired a new director. He is very familiar with RHAM. They can come to a future Board meeting to give an overview of their services.

- 10.6. Strategic Plan Update – C. McNamara stated currently a plan from 2018 with a 5-year plan. This current year would like to revise and update plan to make sure we continue to have a current one. It guides the work being done by the district. Would anticipate a 3-year strategic plan because things can get outdated quick and the school policy states it should be a 3-year plan. M. Morris gave an explanation on the history of why the 5-year plan was done. M. Morris will send out a link to members for them to look over.

10.7. Financials – E. Gallupe reviewed all financials

10.7a - Expenditure and Revenue Report – net favorable position \$201,998. Available funds due to staffing changes. Details of expenditure report reviewed.

10.7b – Food Service – awarded smart funds to provide students with free meals until funding runs out.

10.7c Student Activity Report— balanced with bank statement

11. Committee Reports

Facilities/Safety/Transportation – M. Charron reported eastern water service did an assessment and put together a proposal for a well. Discussed proposal logistics.

Finance/Audit Compliance and Insurance – no report

Negotiations – no report

Policy – no report

Program/Communication – no report

Facilitators

EASTCONN – J. Benson-Clark stated that there are some financial difficulties. Expenses frozen. Will be at a future meeting to answer questions.

CABE – J. Benson-Clark will send new Board members information on the conference in November.

12. Public Comment – none

13. Informational Items

13.1 Calendar of Events: Middle School, High School – submitted

14. Executive Session to Discuss the Superintendent’s Evaluation Process

M. Charron moved to enter into executive session and invite Superintendent C. McNamara, seconded by G. Marques. Unanimously approved. MOTION CARRIED. Entered into executive session at 7:43 PM

15. Adjournment

C. Fraulino moved to adjourn the meeting at 8:44 PM, seconded by G. Marques. Unanimously approved. MOTION CARRIED.

Respectfully Submitted,

Tricia Dean, Clerk

Town of Marlborough

Board of Selectmen

Gregory Lowrey
Joseph Asklar
Amy Traversa



26 North Main Street
P.O. Box 29
Marlborough, CT 06447
Phone (860) 295-6204
Fax (860) 295-0317
www.marlboroughct.net

Certified Resolution

The Town of Marlborough recognizes the following:

Whereas; Operating a regional emergency shelter in conjunction with the towns of Andover and Hebron would maximize efficiency by centralizing emergency shelter operations and allowing for shared manpower and other resources including but not limited to food preparation; and

Whereas; RHAM High School is the best venue for such a shelter due to its size, parking capacity, large gym, auditorium, kitchen, showers, and centralized location to all three communities.

Whereas; RHAM High School cannot currently fulfil this function as critical parts of the building (kitchen, heating and air conditioning systems, electrically-powered toilet and sink valves, and 120-volt electrical outlets) are not powered by the building generator.

It is Therefore Resolved that the Marlborough Board of Selectmen, in conjunction with the towns of Andover and Hebron, would be move to investigate options for grant monies to upgrade the generator system at RHAM High School. This would enable the building to function as a regional emergency shelter under its own generator power.

Lauren Griffin, Town Clerk

Date





TOWN OF ANDOVER
BOARD OF SELECTMEN
Resolution

The Town of Andover recognizes the following:

Whereas; Operating a regional emergency shelter in conjunction with the towns of Marlborough and Hebron would maximize efficiency by centralizing emergency shelter operations and allowing for shared manpower and other resources including but not limited to food preparation; and

Whereas; RHAM High School is the best venue for such a shelter due to its size, parking capacity, large gym, auditorium, kitchen, showers and centralized location to all three communities.

Whereas; RHAM High School cannot currently fulfill this function as critical parts of the building (kitchen, heating and air conditioning systems, electrically-powered toilet and sink valves and 120-volt electrical outlets) are not powered by the building generator.

It is Therefore Resolved that the Andover Board of Selectmen, in conjunction with the towns of Marlborough and Hebron, would move to investigate options for grant monies to upgrade the generator system at RHAM High School. This would enable the building to function as a regional emergency shelter under its own generator power.

Adopted and signed this 20 day of September 2020.

Jeffrey Maguire
First Selectman

Jeffrey Murray
Selectman

Paula King
Selectman

Scott Person
Selectman

Adrian Mandeville
Selectman



Town of Hebron

**TOWN OFFICE BUILDING
15 GILEAD STREET
HEBRON, CONNECTICUT 06248
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ANDREW J. TIERNEY
TOWN MANAGER

DANIEL LARSON
CHAIRMAN

GAIL B. RICHMOND
VICE CHAIRMAN

JOHN B. COLLINS
SELECTMAN

PETER KASPER
SELECTMAN

MARC RUBERA
SELECTMAN

December 3, 2020

To Whom It May Concern

As Town Manager for the Town of Hebron and on behalf of the Town of Hebron Board of Selectmen, I write to express the Town of Hebron's full support for using RHAM High School as a Regional Emergency Shelter to include the Towns of Andover, Hebron and Marlborough.

RHAM High School has been Hebron's designated shelter for many years. The provision of emergency power to the entire facility will provide a much-needed resource for use as a regional shelter to support the entire RHAM community.

Thank you for considering this grant request.

Sincerely,

Andrew J. Tierney
Town Manager



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, Andrew J. Tierney, Town Manager, of the Town of Hebron,
Authorized Signatory, Title, Name of Entity

an entity duly formed and existing under the laws of the State of Connecticut,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20 _____, by the governing body of the Town of Hebron
Name of Entity

in accordance with all of its documents of governance and management and the laws of the State of Connecticut _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of the Town of Hebron comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20 _____.

Authorized Signatory Date
Andrew J. Tierney

Printed Name



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:



Initial Certification



Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Town of Hebron
Printed Contractor Name

Andrew J. Tierney
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this 7th day of October, 2022.

Commissioner of the Superior Court (or Notary Public)

_____ My Commission Expires

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**



Connecticut

**BIDDING, CONTRACTING & CONSTRUCTION
GUIDELINES
FOR STATE PROGRAMS**

Revision: May 2019

**DAVID LEHMAN
COMMISSIONER**

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1. INTRODUCTION

The intent of these Bidding, Contracting and Construction Guidelines is to provide the guidance and the requirements needed to ensure a successful DECD sponsored project. It is DECD's policy to maximize the benefits derived from the use of public funds, protect these funds from inappropriate use, and ensure that all Federal, State and Local requirements are met.

To maximize the benefits of the State's public funds, DECD's requires a competitive public procurement process of all major contracts for construction. Competitive public bidding is a standard practice within the public works construction industry and provides numerous benefits such as:

- a. Cost savings to the Client and State
- b. Fair competition for construction contracts
- c. Ensuring the use of qualified contractors

The DECD has prepared these guidelines to assist our clients through the agency's requirements and policies. These guidelines reference definitions, client responsibilities, categories of work, project planning to ensure Connecticut Environmental Policy Act (CEPA) compliance and various State agencies' laws & regulations, the requirements of a publicly advertised competitive bid process for construction activities, selection and contracting for construction, DECD's progress monitoring of construction, and the required documents from bidding on through to Construction Closeout.

Any Client modification or change to the bidding or selection process must be pre-approved by DECD.

2. DEFINITIONS

- a. **Public Building** (C.G.S. section 1-1(e)): ...shall include a statehouse, courthouse, townhouse, arsenal, magazine, prison, community correctional center, almshouse, market or other building belonging to the state, or any town, city, borough in the state, and any church, chapel, meetinghouse, or other building generally used for religious worship, and any college, academy, schoolhouse or other building generally used for literary instruction.”
- b. **Public Works Contract** (C.G.S. Sec. 46a-68b): “...means any agreement between any individual, firm or corporation and the state or any political subdivision of the state for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees and “municipal public works contracts”, “quasi-public agency project” and “awarding agency.” Have the same meanings as provided in section 4a-60g, as amended by this act. “Municipal public works contracts” and “quasi-public agency project” are also subject to contract compliance requirements. Please see the definitions for “municipal public

works contract”, quasi-public agency project”, and “awarding agency” in C.G.S. section 4a-60g (a)(as amended by June SS Public Act 15-5).

- c. Competitive Bidding (the Architect’s Handbook of Professional Practice, Vol. 2, AIA 1987): Competitive bidding seeks to find the lowest reasonable price for the project through competition for the work. The theory is that many interested contractors have access to the project and that head-to-head competition will produce the best possible price consistent with marketplace conditions.

3. CONFLICT OF INTEREST NOTICE AND CLIENT RESPONSIBILITY

- a. Members and relations of the governing body and/ or staff of the client shall be prohibited from receiving contracts for materials or services related to the Construction/ Renovation.
- b. DECD shall review project documents to ensure consistency with project goals, department standards and technical correctness. However, it is the responsibility of the client, their architect and attorney to ensure that the documents are technically correct, complete and, where necessary, protect the grantee and the State of Connecticut from any and all claims.
- c. The client will comply with all relevant local, state and federal regulations, and comply with all standard contracting practices to safeguard the interests of the client and the state including, but not limited to, contractor performance, security, insurance, permits, and inspections.
- d. The client shall erect a suitable sign attributing funding to State of Connecticut, Governor; Department of Economic and Community Development, and Commissioner. A sign template is attached to this document.

4. CATEGORIES OF WORK

- a. Emergency Work: Public Health and Safety Improvements. DECD must approve any exemption from the bidding process for Emergency Work.
- b. Minor Construction/Renovation: Single trade tasks and/or non-complex construction with a total value of \$100,000 or less.
- c. Major Construction/Renovation: multiple-interrelated trade tasks and/or complex construction with a total value of over \$100,000.
- d. Brownfield Site: A brownfield is a real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The physical environmental clean-up or remediation of a brownfield site is considered a change in real property therefore a construction activity.
- e. Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.

- f. For projects only requiring material purchases see section 13.
- g. For projects with a total project cost of \$250,000 or less see section 12.

5. CATEGORIES OF CLIENTS

- a. The nature of the project and the organization of DECD’s client determine whether a project’s construction contracts are publicly advertised for competitive bidding. Publicly advertised competitive bidding may also be appropriate for certain clients and/or projects. A public competitive process will help the client locate qualified firms and establish a market rate for the improvements.
- b. Please refer to the table below as a guide for compliance with the contract solicitation process.

Client Category	Project Category	Public Competitive Bid	Competitive Bid
Financial assistance to for-profit corporation for WC, M&E, Training, etc.	Private	No	No
Financial assistance to for-profit corporation for building, site or infrastructure improvements.	Private	No	Recommended
Financial assistance to not-for-profit corporation for WC, M&E, Training, etc.	Private	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	Public	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	Private	Recommended	Local Procurement Process
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is less than 25% of the total project cost	Private	Highly Recommended	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is greater than 25% of the total project cost	Private	Yes	Yes
Financial assistance to municipalities for construction/improvements of public infrastructure/public land	Public	Yes	Yes

6. CONSTRUCTION MANAGERS IN PLACE OF GENERAL CONTRACTORS

The DECD grantee may employ a construction manager, but if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with bonding, insurance, and minority regulations. Any specific construction trade work to be conducted by the construction manager requires DECD pre-approval.

7. PLANNING/PERMITTING – CEPA COMPLIANCE

- a. **CEPA** - Sections 22a-1 through 22a-1h of the C.G.S. establish an environmental policy for Connecticut and a process for evaluating the environmental impacts of State actions. The process is further defined by Sec. 22a-1a-1 through 22a-1a-12 of the Regulations of Connecticut State Agencies.
- b. **Floodplain** - The FEMA Flood Insurance Rate Map (FIRM) of the project boundary must be reviewed by the project design professional during the design phase. If the project proposes an activity within or affecting a floodplain or that impacts storm drainage facilities, the DECD must submit a Flood Management Certification to DEEP (C.G.S. 25-68b through 25-68h). The grantee's design professional will be responsible for preparing the application and submission to DECD for review and subsequent certification to DEEP. DECD will not approve or fund any construction activities until certification has been accepted by the DEEP. Flood Management Certification must be approved prior to the completion of the bid package.
- c. **Historic Considerations** – Projects involving the renovation, rehabilitation, or additions to Historic buildings or sites will require consultation with the State Historical Preservation Commission (SHPO). Documentation of such consultation and approval by SHPO will be required. Historic buildings are defined as properties listed on the State or National Register for Historic Places, or properties eligible for listing on the State or National Register for Historic Places. Properties 50 years old or older are potentially eligible for listing. Historic sites are defined as sites that have yielded, or may be likely to yield, information important in prehistory or history. If you are unsure, please contact SHPO (860-500-2337 or at Todd.Levine@ct.gov).
- d. **Hazardous Materials** – It is the grantee's responsibility to investigate the possible existence of hazardous materials and evaluate their impact on the proposed project. Hazardous materials include, but are not limited to, lead based paint, asbestos containing materials, PCBs etc. If hazardous materials are present on the project site or in existing buildings, appropriate mitigation, remediation must be included in the scope of work, plans and specifications.
- e. **Approvals** – The grantee shall review any factors in conflict with the use of the site or the planned project on the site to be developed or rehabilitated (e.g. building lines, zoning regulations, local ordinances, codes or other pertinent regulations or restrictions). Particular attention should be given to projects that will involve a change in use. The grantee shall obtain all necessary local,

state, federal and utility companies' approvals and any special permits, variances or waivers that may be required.

8. WAGE RATES

- a. As per C.G.S. Sec. 31-53, municipal grantees shall pay prevailing wages rates on a Public Works Contract. Under current law, the state or political subdivision must award the construction contract and be a party to the construction contract and not a mere grantor of funds for the project to require prevailing wage rates.
- b. The provisions of C.G.S. Sec. 31-53 do not apply when the total project cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than \$1,000,000 or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than \$100,000.
- c. As per C.G.S. Sec. 31-53c, any business organizations, also known as the Applicant that receives DECD financial assistance totaling one million dollars or more, shall pay prevailing wages rates for any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair contracts entered into.

A business organization is considered any sole proprietorship, partnership, corporation, limited-liability-company, association, firm or other form of business or legal entity.

When prevailing wage requirements are triggered for business projects, general contractors, subcontractors, and/or construction managers will be required to submit monthly certified payroll records to the DECD Funding Recipient (for-profit or non-profit clients) that contain among other items, a signed statement from the employer that (a) the records are correct, (b) the employer met the prevailing wage law's requirements, and (c) the employer understands the penalties for knowingly filing false payroll records. The DECD Funding Recipient shall keep records satisfactory to DECD and hold DECD harmless in any disputes regarding Conn. Gen. Stat. Sec. 31-53c.

Please refer to <http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> for further guidance.

- d. When Prevailing Wage Rates are required, the construction contract shall contain the following provision:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same

work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.”

- e. The State Department of Labor's Wage and Workplace Standards Division (860-754-5186 or at matthew.ferri@ct.gov) will assist in determining the prevailing wage rate.
- f. Where federal funds are involved, Davis-Bacon Act rates may apply. Consult funding source.

9. CHRO REQUIREMENTS

- a. The grantees and their contractors will need to comply with Sections 4a-60, 4-60a, 4a-60g, 46a-56, 46a-68b, 46a-68c, 46a-68d, 46a-68e and 46a-68f of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies. The above statutes and regulations require the grantee to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” on projects. Consult your Project Manager for assistance.
- b. All bidders must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- c. For municipal public works contracts valued at over \$50,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE’s, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.
- d. For any municipal public works projects receiving between \$50,000 and \$500,000 in state funding, an Affirmative Action Plan or Set Aside plan must be filed with the Commission on Human Rights and Opportunities (CHRO) *within 30 days following the contract award notice* (Note: Please contact the

Contract Compliance Unit at 860-541-4709 to determine which plan is required).

- e. For any municipal public works projects receiving over \$500,000.00 in state funding, regardless of the size of the contractor's workforce, an Affirmative Action Plan or Set Aside plan must be filed *within 30 days following the intent to award notice and must be approved by the CHRO prior to the award of the construction contract*. The municipality will need to contact CHRO if they choose to award the construction contract without an approved plan in place. The grantee will then need to retain 2% per month of the total contract value until the contractor has submitted an approved affirmative action plan to CHRO and CHRO has granted approval. (Note: Please contact the Contract Compliance Unit at 860 541-4709 to determine which plan is required).
- f. Federal Financing (EDA, UD, CDBG, etc.) carries its own Minority/Women's contracting requirements. The DECD grantee must comply. The granting sources will provide instructions.
- g. Please refer to pages 20-30 of this document which provide the grantee with the CHRO Contract Compliance Regulation Notification to Bidders Form, CHRO Bid Advertisement Language, Sample Municipal Checklist for CHRO Compliance, CHRO Notification of Contract Award, and Bidder Notification Letter Sample for Municipal Public Works Projects over \$500,000.

10. DAS PREQUALIFICATION OF BIDDERS

- a. Municipal contracts for the construction or renovation of a public works project, where the estimated value is \$500,000 or greater, will need to comply with C.G.S. Sec. 4b-91. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). When applicable, this requirement will need to be included in the Invitation to Bid as a prerequisite for selecting the Lowest Responsible and Qualified Bidder.
- b. "Prequalification" means prequalification issued by DAS to bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality.
- c. It is permissible to use AIA form A305, Contractor's Qualification
 - i. Statement, as a prerequisite to bidding, provided prequalification
 - ii. Does not prevent minority/women owned firms from bidding.
 - iii. Consult your architect.

11. BID PACKAGE SUBMISSION REQUIREMENTS:

- a. All construction plans, specifications, and instructions to bidders must be prepared by a licensed professional engineer or architect.
- b. A draft bid package, including plans and specifications must be submitted to the Department of Economic and Community Development (DECD) for

review not less than two weeks prior to advertisement. The project design professional should submit a project cost estimate as part of the package.

- c. Where applicable, CONNDOT Form 816 (Specifications for Roads, Bridges, and Incidental Construction) is a suitable substitute for construction and materials specifications.
- d. The Bid Package must include the attached document “CHRO Contract Compliance Regulations Notification to Bidders” form.
- e. The Bid Package should clearly state the terms and conditions for bidding the project including the submission of the “CHRO Contract Compliance Regulations Notification to Bidders” form. Bids not including this form should be considered incomplete and rejected.

12. BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR STATE PROGRAMS AT \$250,000 OR LESS

- a. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee’s design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents before the Assistance Agreement Contract between the DECD and the grantee is executed:
 - b. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 30)
 - c. Construction Monitoring & Close-out Compliance Certification (page 31)

13. MATERIAL AND SERVICES

- a. Many State Department of Administrative Services (DAS) service contracts are available to municipalities and 501(c) Non-Profits for use at the following site:
 - http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1
- b. If this method is utilized, the DECD grantee must provide the DECD with the DAS Contract number and the latest pricing within the service contract demonstrating that they select the lowest priced contractor. If the lowest priced contractor is unavailable, then the next lowest priced contractor should be contacted.
- c. In cases where the total estimated material cost is below \$25,000, fax, email or letter solicitation for prices is acceptable. However, the DECD grantee must solicit at least three quotations for material.

- d. Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.

14. ADVERTISING YOUR PROJECT

The DECD grantee is responsible for notifying the DECD of the Bid Opening date, time, and location as soon as it is determined.

In cases where the total project cost is below \$100,000, bids may be solicited by letter, fax or email. However, the DECD grantee must solicit at least three quotations for such project.

Municipalities

- a. Municipalities are required to post the Invitation to Bidders on the State Contracting Portal for a minimum of 5 business days. The DAS Contracting Portal, where municipalities can post an Invitation to Bidders, is located at <http://das.ct.gov/Portal>
- b. Municipalities can also run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, The News-Times or the Stamford Advocate. This notice must run for at least two (2) days.
- c. For Municipal Public Works Contracts, please refer to page 21 regarding the CHRO set-aside requirements bid notice language that must be included in the bid notice (DAS Contracting Portal and Print Media).
- d. The Invitation to Bidders must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.
This contract is subject to state set-aside and contract compliance requirements.”

Private Non-Profit Projects

- a. 501(c) Non-Profits are required to run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, or the Stamford Advocate. This notice must run for at least two (2) days. The ad must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.”

- b. DECD recommends but does not require the applicant also run a notice in the Public Notices section of a local newspaper. Trade media may also be used for placing project notices. Examples of such media are below.
- c. F.W. Dodge Reports (1-800-393-6343); or www.dodge.construction.com

- d. New England Construction News/CDC News (888-281-5593), or www.cdcnews.com
- e. The Blue Book www.thebluebook.com

15. BONDS/CERTIFIED CHECKS

- a. DECD Grantees must require bid bonds (5% minimum) for contracts exceeding \$50,000 or subcontracts exceeding \$50,000 (C.G.S. 49-41).
- b. DECD Grantees must require a Performance Bond for contracts exceeding \$25,000 or a subcontract exceeding \$50,000 (C.G.S. 49-41).
- c. DECD Grantees must require a Labor & Material Payment Bond for contracts exceeding \$100,000.
- d. If a construction manager is employed, each subcontract exceeding \$100,000 shall be bonded or a certified check required.

16. LIQUADATED DAMAGES

- a. For Major Construction/Renovation Projects, the DECD Grantee shall provide an anticipated construction duration period (# of days) within the project manual that will be used in the bid package.
- b. As a prerequisite to executing a construction contract with the “Lowest Responsible and Qualified Bidder”, the Contractor shall agree on the substantial completion date in accordance with the plans, project manual, and other contract documents, taking into consideration average weather conditions, availability of labor delivery of materials and equipment.
- c. If the Contractor neglects, fails or refuses to achieve substantial completion of work by the substantial completion date in the executed construction contract, and such delay is not otherwise excused under this contract, then the Contractor shall agree to pay the Owner a liquidated damage for breach of contract for each and every calendar day that the Contractor shall be in default of the project work.
- d. Damages due to Contractor’s delay are difficult to determine and accurately specify so the Owner shall determine the most accurate amount of liquidated damages for the project subject to DECD concurrence prior to bidding.

17. INSURANCE

- a. The project’s Assistance Agreement between the DECD and the Grantee should be followed for insurance requirements.
- b. Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- c. State of Connecticut shall be listed as additionally insured under the following coverages:

1. Commercial General Liability - \$1M per occurrence
 2. General Aggregate - \$2M
 3. Umbrella Liability – If it is provided to the grantee.
- d. Builder’s Risk Insurance, when applicable, should be obtained either through the general contractor or construction manager. A copy of the Builder’s Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.
- e. The “Hold Harmless” Indemnification endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named.

18. SELECTING THE GENERAL CONTRACTOR

- a. Lowest Responsible and Qualified Bidder: As used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee’s rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.
- b. Competitive Bidding - Contracts greater than \$100,000 for DECD–sponsored projects: The grantee will give full opportunity for free, open and competitive bidding for each contract calling for installation, construction, reconstruction, demolition, removal, site improvement work or other similar work. The grantee will ensure the advertisement or call for bids for each such contract and will provide adequate competition. The award of such contract, when made, will be made by the grantee as soon as practicable to the lowest responsible and qualified bidder.
- c. In the event that the grantee does not believe the lowest bidder, as defined in “a” above, to be responsible and qualified, the grantee will notify DECD requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the department and request instructions.
- d. The applicant must notify DECD before the contract is executed.

19. DOCUMENTS TO BE FORWARDED TO DECD AT COMPLETION OF BIDDING:

- a. Completed bid tabulation and a complete copy of the three lowest responsive bids.
- b. Signed and completed copies of the "CHRO Contract Compliance Regulations Notification to Bidders” form from the three lowest responsive bids.

- c. Copies of the bid bonds/certified checks from the three lowest responsive bidders.
- d. A copy of advertisements via the DAS Contracting Portal or Public Notice soliciting bids and/or publisher's affidavit from newspapers.
- e. A final copy of bid addendums (if any).
- f. Project design professional's letter of recommendation and grantee's letter of award for acceptance of the lowest responsible bidder.

20. DOCUMENTS TO BE FORWARDED TO DECD ONCE THE GENERAL CONTRACT HAS BEEN EXECUTED

- a. One copy of executed contract and grantee's authority to execute (Board Resolution, etc.)
- b. Notice to Proceed
- c. Copy of Performance Bond, Labor and Material Payment Bond, and Power of Attorney for Surety (unless under \$100,000).
- d. Certificate of Insurance from general contractor covering liability and workers' compensation and builder's risk.

21. CONTRACTOR PAYMENT APPLICATIONS, RETAINAGE, AND CHANGE ORDERS

- a. Change Orders: DECD does not approve or disapprove change orders. The department reserves the right to review each change order, and advise the grantee as to its appropriateness. If the change order is within the scope of the work approved by the Bond Commission, and funding is available (DECD will not request additional funds) the grantee may approve change orders. DECD reserves the right to determine the state funding eligibility of each change order. The contractor must contact CHRO to determine if additional reporting to CHRO is required in connection with the change orders (e.g.: if there is a change in subcontractor(s), if there is an increase or decrease to the contract value).
- b. Vendor Payments: DECD does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to the department.
- c. Retainage: No construction contract may provide for any retainage in an amount that exceeds five percent (5%) of the estimated amount of a progress payment for the life of the construction project. If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage

cannot be paid until 91 days after the date on the Certificate of Substantial Completion.

22. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DECD CONSTRUCTION SPECIALIST DURING THE CONSTRUCTION PHASE OF THE PROJECT:

1. Copy of the contractor's approved schedule of values.
2. Copy of the contractor's construction schedule. Any adjustments to the schedule throughout construction must be submitted to DECD.
3. Approved monthly requisitions. Back up materials may be requested.
4. Job meeting minutes.
5. Approved change orders. Back up materials may be requested.
6. Copies of correspondence between Owner, Architect and/or Contractor.

23. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DECD CONSTRUCTION SPECIALIST OR THE PROJECT MANAGER AT THE COMPLETION OF THE PROJECT:

1. Certificate of occupancy (where applicable)
2. Record documents (As Built Drawings in PDF Format)
3. Certificate of Substantial Completion (AIA form G704)
4. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
5. Contractor's Affidavit of Release of Liens (AIA form G706A)
6. Subcontractors and Suppliers Release or Waiver of Liens.
7. Consent of Surety Company to Final Payment (AIA G707)
8. All of the Contractor's Application and Certificate for Payments (AIA form G702, and continuation sheet G703).
9. Proof of completion of remediation (where applicable, and decided by PM and Environmental Analyst)
 - DEEP Verification Report;
 - Environmental Land Use Restriction (ELUR);
 - DEEP Audit; and/or
 - Other documentation approved by DEEP.

24. CONSTRUCTION MONITORING PROCEDURES

Construction Monitoring covers the development phases of projects from pre-bid activities through construction contract administration to final construction closeout. Functions include oversight of bidding, bid tabulation and recommendation of the lowest responsible bidder, coordination with pre and post bid meetings, review of construction contract documents, review of payment requisitions, change orders, shop drawings as well as construction inspection.

The DECD Construction Specialist is the department's technical support regarding the management and administration of construction projects funded by the State of Connecticut. It will be the responsibility of the grantee to submit the documents listed below, when applicable, to DECD. Electronic submissions are preferred. In addition to electronic submissions, hard copies of certain documents may also be requested.

DECD will determine the extent of state monitoring, oversight and technical assistance for sponsored projects based on factors including estimated total project cost, project complexity and capacity of the applicant. DECD will notify the applicant of monitoring requirements prior to the closing of the state assistance agreement.

Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee's design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents once the bid package has been prepared and once the construction contract has been executed:

1. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 31)
2. Construction Monitoring & Close-out Compliance Certification (page 32)

25. Construction Oversight and Technical Assistance:

Construction monitoring by OCP Construction Specialists, applicable to all programs, includes:

- Provide technical assistance involving various projects and programs with other offices within DECD.
- Work with Local, State and/or Federal officials during the development phase of a project.
- Conduct site investigations for feasibility of development.
- Review budgets and cost estimates as they relate to construction costs.
- Review plans and specifications for conformance to Agency requirements prior to bidding.
- Assist Developer/Sponsor during the bidding period.
- Review bid documents, bid advertisements, bid instructions and bidding requirements
- Attend and oversee pre-bid inspections, bid openings, construction contract briefings, and construction contract execution meetings.
- Review construction bids, bid bonds, and contractor selection.
- Compliance review of executed construction contract documents received; review contracts, bonds, schedule of values and insurance certificates between Sponsor and General Contractor
- Construction Oversight and Technical Assistance: Monitor progress of work during construction for compliance with agency, state & federal requirements and procedures, (labor and safety standards, wage standards, etc.)
- Conduct periodic inspections of the project construction activities.
- Review the following: construction meeting minutes, proposal requests, change orders; costs, review requisitions and construction periodical payments for work completed; architect's supplemental instructions and directives; and correspondence.
- Review and process payment applications for disbursement of state funds.
- Review materials and products being used in the construction.
- Participate in the final inspection of the construction contract to ensure that the completed work is satisfactory. Review construction contract certificate of completion.
- Review construction closeout procedures with sponsor prior to acceptance of a project.
- Review construction closeout documentation prior to acceptance of a project, including certificates of occupancy and record documents. Certificates of substantial completion, affidavits of payments of debts, releases of liens, lien waivers, final applications and certificates for payment must also be reviewed.

26. ATTACHMENTS

- a. State Seal, DECD Logo, and State Sign Template (pages 19-20)
- b. CHRO Contract Compliance Regulations Notification to Bidders Form & CHRO Bid Language. (pages 21-31)
- c. Construction Compliance Certification Forms (pages 32-33)

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
PROJECT SIGN**

8'-0"

4'-0"



NAME OF THE PROJECT 

NAME OF THE SPONSOR/DEVELOPER

Constructed in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR

Department of Economic and Community Development
David Lehman, Commissioner

and the
Name of Town/City
Name of Chief Elected Official and title

Name of Architect Contractor Name of General

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DECD LOGO: ATTACHED

STATE SEAL



DECD LOGO



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes__ No__</p>
<p>Other Locations in Ct. (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes__ No__</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__</p>	<p>12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____</p>

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Gamishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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BID ADVERTISEMENT LANGUAGE (for DAS Contracting Portal Bid Notice)

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

BID NOTICE LANGUAGE (for print media)

This contract is subject to state set-aside and contract compliance requirements.

BID LANGUAGE (for bid documents)

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

SAMPLE
MUNICIPAL CHECKLIST FOR CHRO CONTRACT COMPLIANCE

- _____ POST THE BID NOTICE WITH CHRO LANGUAGE INCLUDED
- _____ PRE-BID MEETING (IF APPLICABLE)
- _____ PROVIDE BID DOCUMENTS WITH CHRO LANGUAGE INCLUDED
(Notification to Bidders/Contract Compliance Monitoring Report included)
- _____ SCREEN BIDS
 - _____ CONFIRM CONTRACTOR HAS NON-DISCRIMINATION
CERTIFICATE/AFFIDAVIT INCLUDED WITH BID DOCUMENTS
 - _____ CHECK WITH CT LAW JOURNAL TO ENSURE CONTRACTOR IS
NOT DEBARRED
- _____ SELECT BIDDER
- _____ SEND NOTICE TO CHRO AND SELECTED BIDDER:
 - _____ \$50,000 TO \$499,999 CONTACT AWARD NOTICE
 - _____ \$500,000 AND ABOVE INTENT TO AWARD CONTRACT NOTICE
- _____ EXECUTE CONTRACT WITH CONTRACT COMPLIANCE AND SET-
ASIDE LANGUAGE
 - _____ \$50,000 TO \$499,999 WHEN AWARDED
 - _____ \$500,000 AND ABOVE ONLY WHEN:
 - _____ CONTRACTOR HAS SUBMITTED AN APPROVED
AFFIRMATIVE ACTION PLAN TO CHRO
 - _____ REQUESTED APPROVAL FROM CHRO TO AWARD
CONTRACT AND RETAIN 2% PER MONTH OF THE TOTAL
CONTRACT VALUE UNTIL CONTRACTOR HAS
SUBMITTED AN APPROVED AFFIRMATIVE ACTION PLAN
TO CHRO AND CHRO HAS GRANTED APPROVAL.
- _____ ENSURE A COPY OF A LETTER OF TRANSMITTAL FROM THE
CONTRACTOR WAS RECEIVED CONFIRMING AN AFFIRMATIVE
ACTION PLAN WAS FILED WITH CHRO

TO: Contract Compliance Unit
Commission on Human Rights and Opportunities
CHRO Form CC052

FROM: [Click here to enter text.](#)

DATE: [Click here to enter a date.](#)

SUBJECT: Notification of Contract Award

As required by Connecticut Contract Compliance Regulations Sec. 46a-68-31 this is to notify the Commission that the following contract has been awarded.

CONTRACT NUMBER: [Click here to enter text.](#)

PROJECT NAME: [Click here to enter text.](#)

PROJECT LOCATION: [Click here to enter text.](#)

DURATION OF CONTRACT: [Click here to enter text.](#)

DOLLAR VALUE OF CONTRACT: [Click here to enter text.](#)

SET-ASIDE VALUE: SBE [Click here.%](#) [Click here.\\$](#)

MBE [Click here.%](#) [Click here.\\$](#)

THIS IS A PUBLIC WORKS CONTRACT

THIS IS NOT A PUBLIC WORKS CONTRACT

CONTRACTOR INFORMATION

NAME OF CONTRACTOR: [Click here to enter text.](#)

MAIN OFFICE ADDRESS: [Click here to enter text.](#)
[Click here to enter text.](#)

TELEPHONE NUMBER: [Click here to enter text.](#)

NUMBER OF EMPLOYEES: [Click here to enter text.](#)
(If known)

SUBCONTRACTOR INFORMATION: Please list any subcontractors who were listed by the Contractor for this project:
[Click here to enter text.](#)

WERE THE FOLLOWING FACTORS CONSIDERED IN THE SELECTION OF THIS CONTRACTOR?

1. The bidder's success in implementing an affirmative action plan:
 Yes No Unknown
2. The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive:
 Yes No Unknown
3. The bidder's promise to develop and implement a successful affirmative action plan:
 Yes No Unknown
4. The bidder's submission of EEO-1 data indicating that the composition of the workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area:
 Yes No Unknown
5. The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises:
 Yes No Unknown

AGENCY CONTACT PERSON

NAME: Click here to enter text .

JOB TITLE: Click here to enter text .

ADDRESS: Click here to enter text .

TELEPHONE: Click here to enter text .

Bidder Notification Letter Sample
Municipal Public Works Projects over
\$500,000

XYZ Company
Street address
city/state

RE: Project number and name
Project location
Contract award amount
SBE/MBE Set-Aside Requirement (choose one of three options)

(Choose the provision that applies to the award, and delete the remaining two boxes)

25% for SBE contractors of which 25% (or 6.25% of project total) for SMBE contractors	6.25% for contractors	SMBE	Contractor must document good faith effort to include MBE contractors
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Attn: company official

Date:

Subject: Affirmative Action Plan Requirements

Dear

Your company has been identified as the bidder of choice for the above referenced project. The work for this project falls under the provisions of CONN. GEN. STAT. Sections 46a-68c and 46a-68d which requires that prior to the award of this contract by this agency, you must have your company affirmative action plan approved by the Commission on Human Rights and Opportunities. Enclosed for your convenience is the suggested format for an affirmative action plan to assist in the preparation of your company plan. Should you have any questions regarding the preparation of your plan, you may contact the Contract Compliance Unit at the Commission on Human Rights and Opportunities at (860) 541-4709.

A copy of your plan must be submitted to the Commission on Human Rights and Opportunities within 30 days of your receipt of this letter. The Commission will review your affirmative action plan as required by Sections 46a68j-25 through 29 of the Administrative Regulations of Connecticut State Agencies within 60 days of submission. When the plan is approved, the

Commission will notify you and this agency so the contract can be awarded. Please send your affirmative action plan to:

Commission on Human Rights and Opportunities 25
Sigourney Street Hartford, CT 06106 Attn: Contract
Compliance Unit

Optional: You are also instructed to send a copy of the letter transmitting your plan to the Commission on Human Rights and Opportunities to:

Contract Awarding Agency Name
(address etc.)

If you have any other questions concerning this matter, please contact the undersigned at (860) (phone #)

Sincerely,

Agency official

copy: Contract Compliance Unit, CHRO

C:aapnotltr

**BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR
STATE PROGRAMS AT \$250,000 OR LESS**

**CONSTRUCTION BID PACKAGE, DRAWINGS AND SPECIFICATIONS
COMPLIANCE CERTIFICATION**

GRANTEE: _____

PROJECT NAME AND MUNICIPALITY: _____

I, _____, as the responsible grantee do hereby certify that the construction documents (Bid Package, Drawings & Specifications) shall be completed by a licensed professional engineer or architect for the above project and certify the following:

1. A complete copy of the Bid Package and Invitation to Bid shall be submitted to or reviewed by the Department of Economic & Community Development (DECD).
2. The Drawings and or Specifications for the above Project shall cover the scope of work, as indentified in the DECD Financial Assistance Proposal.
3. The DECD Bidding, Contracting and Construction Guidelines for State Programs have been thoroughly reviewed by the grantee and/or qualified design professional.
4. The Bid Package shall be technically correct and complete and shall clearly show that all of the DECD terms and conditions for bidding the project shall be met.

Signed _____

Title: _____

Address _____

Telephone _____ Date _____

CONSTRUCTION CONTRACT AND MONITORING
COMPLIANCE CERTIFICATION

GRANTEE: _____

PROJECT NAME AND MUNICIPALITY: _____

I, _____, and as the responsible grantee do hereby certify that the bid results shall be reviewed by a licensed professional engineer or architect for the above project and certify the following:

1. The qualified design professional shall assess and tabulate all of the bids and shall make a recommendation to award the bid to the lowest responsible bidder whose bid shall be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.
2. The required bid result documentation shall be submitted to DECD at the completion of bidding before the grantee moves forward with executing the construction contract.
3. The lowest responsible bidders executed contract, grantee's authority to execute, and all other documentation required by the DECD once the general contract is executed shall be forwarded to the DECD before construction commences.
4. It shall be the responsibility of the grantee to provide construction oversight and inspection on the project by following all of the procedures and submitting all of the documentation indicated in the Construction Monitoring Procedures.

Signed _____

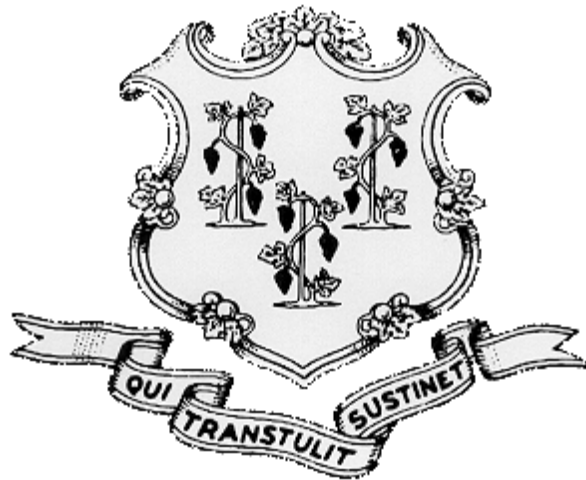
Title: _____

Address _____

Telephone _____ Date _____

STATE OF CONNECTICUT

**DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**



**Professional Services
Selection Guidelines**

July 2019

**DAVID LEHMAN
COMMISSIONER**

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Preamble

The Professional Services Selection Guideline (PSSG) has been prepared to assist recipients of Brownfield grants and loans from the Department of Economic and Community Development (DECD) prepare a scope of work for solicitation of consultants and contractors. The PSSG is structured to be equitable to all qualified firms and to secure the highest measure of professional service at a competitive fee. The DECD funds recipient, the “client”, may submit an alternative quality based selection process to DECD for review and approval. The client may also seek authorization from DECD to utilize existing DAS contracts for the project related services.

Development of a Scope of Services

The client is responsible for the preparation of a scope of services. DECD reserves the right to review the scope of services prior to finalization. The scope of services shall include:

- A description of the intended project that clearly articulates the goals & objectives of the project;
- A description of the site, background and known site conditions;
- A statement of purpose to describe the extent of services being solicited including any preferences, conditions or requirements regarding approaches, data quality, and reporting requirements to accomplish the established objectives;
- Funding program requirements;
- A description of the professional services being sought;
- A description of the outcomes & performance standards and deliverables to be prepared by the professional;
- Any special expertise or unusual services that might be required;
- Directions for access to relevant records including previously prepared environmental reports, mapping or other relevant project specific documentation; and
- A time schedule for the overall project completion, including the selection process to retain a firm.

Development of Request for Qualifications

This section discusses in detail the guidelines for development of a Request for Qualifications (RFQ). However, the client may want to consider if combining the RFQ and Request for Proposal (RFP) into a one-step selection process is the preferred approach for the project.

The client shall prepare a formal RFQ for the proposed project, which shall clearly outline the requirements of their submissions. The RFQ shall request respondents to indicate their interest in the project and illustrate their relevant project experience and overall capabilities to perform the required services. The RFQ minimum requirement shall include:

- The scope of services;

- The manner in which the firms qualifications shall be submitted which shall include the firms brochure, and relevant resume(s);
- An hourly rate and expense schedule that shall remain in place during the first three years of the project;
- Contact information for not less than three professional references;
- A list of selection criteria including professional competence, experience on similar projects, insurance coverage, ability to perform the required service within the overall time schedule (do not request “relevant Brownfield experience” in the RFQ as this will limit the field of qualified respondents to just a few firms already working on Brownfield projects);
- The location and address where the responses are to be submitted; and
- The submission time and date.

A brownfield is defined by Connecticut General Statutes [§32-760](#) as “any abandoned or underutilized site where redevelopment, reuse or expansion has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires investigation or remediation before or in conjunction with the restoration, redevelopment, reuse and expansion of the property.” Environmental investigations and remediation under the Brownfield program must follow the Connecticut Site Characterization Guidance Document (effective September 2007, revised December 2010); the Connecticut Remediation Standard Regulations (RSRs – C.G.S. sec. 22a-133k-1 through 22a-133k-3, and 22a-133q-1 effective January 30, 1996 and revised June 27, 2013); any Proposed Revisions to the RSRs (Wave 2) when effective; and ASTM Standard Practice for Environmental Site Assessments E-1527-13; as well as all pertinent State and Federal regulations.

DECD reserves the right to review the RFQ prior to finalization.

Advertisement Procedure for Services Valued Under \$50,000

The developer/client/municipality should solicit responses from interested firms by newspaper legal notice advertisements or direct solicitation via letter, fax or email. Trade publications may also be used to advertise the RFQ. A minimum of three responses should be received. Otherwise, justification should be provided. DECD reserves the right to request and inspect this documentation.

Advertisement Procedure for Services Valued Over \$50,000

The client shall invite responses from interested firms by advertisements inserted at least once in one or more newspapers having a general circulation in the state. The advertisement shall be placed in the legal notices section. The RFQ may be placed in the major trade journals, distributed to professional societies, and provided directly to firms. The Client shall affirmatively seek small, minority, and women owned businesses. The Client should provide DECD with record copies of the documentation.

Selection Committee

The Client shall establish a selection committee to screen and evaluate RFQ responses, select the qualification firms and request fee proposals, interview qualified firms, and make final selection. The committee should be assembled prior to the release of the RFQ.

Review of Responses and Selection

The committee shall screen all responses received for compliance with the RFQ. Responses that do not comply with the intent of the RFQ will not be considered in the selection process.

The Committee shall establish evaluation criteria and forms for the purpose of evaluating and ranking each respondent's qualifications. The evaluation forms shall be finalized prior to the receipt of the proposals. Below are the suggested evaluations criteria:

- Proposed scope of work;
- Qualifications and experience of personnel to be assigned to the project team;
- Ability to provide the services within proposed project schedule time constraints;
- Firm's awareness of project issues, opportunities, and constraints;
- Project team's composition and experience on similar projects;
- Quality and performance of past services;
- Hourly fees and expense schedule; and
- References feedback record.

The committee shall review the responses and rank the firms according to their qualifications and criteria important to the project. The committee should develop a “short list” of the top three to five firms, which, in their judgments, are deemed to be most qualified to perform the required professional services.

Copies of the Statements of Qualification (SOQs) shall be provided to DECD if request. DECD reserves the right to participate and/monitor the selection committee deliberations, interview and selection process.

If fewer than five responses are received, then all qualified respondents could be considered eligible for further consideration.

Request for Fee Proposal

The client shall notify the short listed firms of their selection and request each firm to submit their fee proposal for complete services based on the scope of services, as amended if necessary. The request shall stipulate the date and time for receipt of the fee proposals. The request shall also indicate the terms and conditions of the contract and the required time frame for providing professional services. Those firms not selected to submit fee proposals should be so notified.

Review of Fee Proposals

The evaluation of each of the fee proposals by the selection committee and client, shall consider the overall ranking of the firm and the fairness and reasonableness of the proposed fee. In determining fair and reasonable compensation to be paid, the committee shall consider:

- Overall costs associated with the proposed scope of services;
- Rate schedule for staff working on the project that will remain in effect for a period of three years of the Contract date;
- The professional competence of the staff designated by the firm;
- The technical merits of the proposal,
- The ability of the firm to perform the required services within the time and budgetary limits of the contract,

All proposals are to be considered confidential information until the final selection is made and the contract is formally executed. The selection committee should select the most competitive fee proposals for final selection following an interview.

If there is a significant disparity among the fee proposals, the client shall request each firm to substantiate their proposal during the interview, as appropriate. If the review reveals that the overall scope of services has been misinterpreted or lacks sufficient clarity, then the committee shall issue appropriate clarification to each firm and request a resubmission of proposals.

The client shall take into consideration the respondents rate schedule as well as the overall lump sum fee proposed by the firm. Environmental investigation of properties is typically an iterative process requiring additional investigations that could span years. What may appear to be a low initial lump-sum fee, could end up more costly when the investigation moves beyond the initial scope of work.

Interview Process

The client shall arrange an interview of the top firms. The firms should be provided at least one-week advance notice of a date and time for their interview. Those firms not selected shall be so notified.

Prior to the interviews, the committee shall prepare an evaluation form with predetermined selection criteria to allow interviewers to uniformly and independently evaluate the firms. The evaluation form may include the following:

- Project team management plan.
- Experience of project team.
- Location and quality of office facilities.
- Project control measures to monitor schedule and budget.
- Availability of staff, based on firm services load.
- Project approach.

- Quality of services of similar projects.
- Awards and past client recommendations.
- Financial stability of firm.
- Overall team rating.

The interviewed firms shall be allotted the same amount of time for their interview. The committee members evaluate and rate each firm during and/or immediately following each interview. After all interviews are completed, the members should reassess their initial evaluation of each firm in comparison to the other firm's evaluations. The committee shall rank the firms in order of overall preference.

Final Selection

The committee shall select the firm, which in accordance with the selection criteria, is most qualified to perform the required design services. The selection committee should provide a formal written recommendation of selection to the client.

Contract Execution

The selected firm shall be notified of its selection. Those firms not selected shall be so notified. The selected firm shall be requested to prepare and submit the applicable contract along with the required certificates of insurance.

For architectural and engineering contracts, the contract form should be the current edition of the appropriate American Institute of Architects (AIA) or Engineers Joint Contract Document Committee (EJCDC) document. These documents should be used in their entirety.

Review of Contract

A copy of the fully executed contract and certificates of insurance shall be submitted to the Department of Economic and Community Development. DECD reserves the right to review professional services contracts prior to finalization. DECD also reserves the right to review any subsequent amendments thereafter.

Records Maintenance

The client shall maintain all records of the selection proceedings in a safe and secure manner. Such records shall be made available to the Department of Economic and Community Development upon request.

Modifications of the Selection Process

DECD approval is required for any modification or change to the selection process.

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
OFFICE OF CAPITAL PROJECTS
ADMINISTRATIVE AND PROJECT MONITORING PLAN OUTLINE

➡ Organization

- ✿ Name of Implementing Agency
- ✿ Governing Body for the Implementing Agency
 - ☞ Legal Form of Organization (i.e., local government agency, 501(c)(3), etc.)
 - ☞ Composition
 - ☞ Authority and Responsibilities of the Governing Body
- ✿ Office Address
- ✿ Office Resources (Office Equipment, Staff, and Contracted Services)

➡ Project Management

- ✿ Personnel
 - ☞ Job Titles
 - ☞ Credentials and Experience
 - ☞ Percentage of time devoted to project activities
- ✿ Reporting and Authority
- ✿ Organizational Chart
- ✿ Roles and Responsibilities
- ✿ Consultants?
- ✿ Project Schedules
 - ☞ Construction or Production-Attach as Exhibit A
 - ☞ Cash Flow-Attach as Exhibit B

➡ Communication

- ✿ Scheduled Meetings (Weekly, bi-weekly, etc.)
- ✿ Periodic Reporting (Weekly, bi-weekly, etc.)

PROJECT REVIEW COVER FORM

This is: a new submittal supplemental information other Date Submitted: _____

PROJECT INFORMATION

Project Name: _____

Project Proponent: _____
The individual or group sponsoring, organizing, or proposing the project.

Project Street Address: _____
Include street number, street name, and or Route Number. If no street address exists give closest intersection.

City or Town: _____ County: _____
Please use the municipality name and **not** the village or hamlet.

PROJECT DESCRIPTION

Describe the overall project in detail. As applicable, provide any information regarding past land use, project area size, renovation plans, demolitions, and/or new construction. Note if this will included in a separate attachment:

List all state and federal agencies involved in the project and indicate the funding, permit, license or approval program pertaining to the proposed project:

Agency Type	Agency Name	Program Name
<input type="checkbox"/> State <input type="checkbox"/> Federal		
<input type="checkbox"/> State <input type="checkbox"/> Federal		
<input type="checkbox"/> State <input type="checkbox"/> Federal		
<input type="checkbox"/> State <input type="checkbox"/> Federal		

If there is no state or federal agency involvement, please state the reason for your review request:

FOR SHPO USE ONLY

Based on the information submitted to our office for the above named property and project, it is the opinion of the Connecticut State Historic Preservation Office that no historic properties will be affected by the proposed activities.*

Mary Dunne/Catherine Labadia
Deputy State Historic Preservation Officer

Date

*All other determinations of effect will result in a formal letter from this office

PROJECT REVIEW COVER FORM

CULTURAL RESOURCES IDENTIFICATION

Background research for previously identified historic properties within a project area may be undertaken at the SHPO's office. To schedule an appointment, please contact Catherine Labadia, 860-500-2329 or Catherine.labadia@ct.gov. Some applicants may find it advantageous to hire a qualified historic preservation professional to complete the identification and evaluation of historic properties.

Are there any historic properties listed on the State or National Register of Historic Places within the project area?

Yes No Do Not Know **If yes, please identify:** _____

Architecture

Are there any buildings, structures, or objects within the project area (houses, bridges, barns, walls, etc.)?

- Yes (attach clearly labelled photographs of each resource and applicable property cards from the municipality assessor)
 No (proceed to next section)

Are any of the buildings, structures or objects greater than 50 years old? Yes No Do Not Know

If the project involves rehabilitation, demolition, or alterations to existing buildings older than 50 years, provide a work plan (If window replacements are proposed, provide representative photographs of existing windows).

Archeology

Does the proposed project involve ground disturbing activities?

- Yes (provide below or attach a description of current and prior land use and disturbances. Attach an excerpt of the soil survey map for the project area. These can be created for free at: <https://websoilsurvey.nrcs.usda.gov>)

 No

CHECKLIST (Did you attach the following information?)

<p style="text-align: center;">Required for all Projects</p> <input type="checkbox"/> Completed Form <input type="checkbox"/> Map clearly labelled depicting project area <input type="checkbox"/> Photographs of current site conditions <input type="checkbox"/> Site or project plans for new construction	<p style="text-align: center;">Required for Projects with architectural resources</p> <input type="checkbox"/> Work plans for rehabilitation or renovation <input type="checkbox"/> Assessor's Property Card <p style="text-align: center;">Required for Projects with ground disturbing activities</p> <input type="checkbox"/> Soil survey map
<p style="text-align: center;">Suggested Attachments, as needed</p> <input type="checkbox"/> Supporting documents needed to explain project <input type="checkbox"/> Supporting documents identifying historic properties <input type="checkbox"/> Historic maps or aerials (available at http://magic.lib.uconn.edu or https://www.historicaerials.com/)	

PROJECT CONTACT

Name: _____ Firm/Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Federal and state laws exist to ensure that agencies, or their designated applicants, consider the impacts of their projects on historic resources. At a minimum, submission of this completed form with its attachments constitutes a request for review by the Connecticut SHPO. The responsibility for preparing documentation, including the identification of historic properties and the assessment of potential effects resulting from the project, rests with the federal or state agency, or its designated applicant. The role of SHPO is to review, comment, and consult. SHPO's ability to complete a timely project review largely depends on the quality of the materials submitted. Please mail the completed form with all attachments to the attention of Environmental Review at the address above. Electronic submissions are not accepted at this time.