

RFQ/RFP
TOWN OF HEBRON
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
Gilead Hill School Roofing and Code Violation Projects
Clerk of the Works

RFQ/RFP 2026-11

The Gilead Hill School Roofing and Code Violation Building Committee on behalf of the Town of Hebron and the Hebron Board of Education is soliciting Request for Qualifications (RFQs) and Request for Proposals (RFPs) from individuals to fulfill the role as the “Clerk of the Works.”

RFQ/RFP packages are available at the Town Manager’s Office, 15 Gilead Street, Hebron, CT 06248, by calling 860-228-5971 x122, on the Town of Hebron website <https://hebronct.com/contact-us/bids/> or on the CT DAS website at www.biznet.ct.gov. An original and six (6) copies of the sealed Statement of Qualifications/Proposals must be received in the Town Manager’s Office, in envelopes plainly marked “RFQ/RFP Gilead Hill School Roofing and Code Violation Projects Clerk of the Works RFQ/RFP # 2026-11” by 10:00 a.m. on Friday, May 22, 2026. The Town of Hebron reserves the right to accept or reject any and all Statement of Qualifications/Proposal, or any part thereof, if it is in the best interest of the Town.

Donna Lanza
Interim Town Manager

TOWN OF HEBRON

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

CLERK OF THE WORKS

The Gilead Hill School Roofing and Code Violation Building Committee on behalf of the Town of Hebron and the Hebron Board of Education is soliciting Request for Qualifications (RFQs) and Request for Proposals (RFPs) from individuals to fulfill the role as the “Clerk of the Works.”

Location of the Project: Gilead Hill School, 580 Gilead Street (Route 85), Hebron, CT 06248

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

Scope of the Project: There are two projects that are planned to be undertaken during this coming summer. One is the “Re-Roofing Project” and the other is the “Code Violation Project.” The scope of the overall work will include construction activities that will occur on both the exterior and interior of the building and will involve at least seven (7) different trade contractors.

Re-Roofing Project:

This project consists of a full tear off and replacement of the low slope roof within the scope of work areas. The existing roof consists of areas of TPO single-ply roofing, which will be removed to the existing deck and replaced with a new fully adhered EPDM roofing system. Existing flashings, roof edge metal, coping and roof expansion joints will be replaced. The existing roof decks consist of areas of steel roof decking and one area of concrete deck at the connector to the north wing. Roof drains will be removed and replaced with new roof drains and new overflow roof drains. Some roof drain locations will be abandoned, and some will be relocated. New storm piping will be required to connect back to the existing storm drain stack/line. A secondary roof overflow piping system, overflow scupper or gutter system will be installed to provide primary and secondary drainage. New steel roof decking will need to be installed to patch holes from the removal of roof top equipment, exhaust fans, roof drains, and at existing skylight locations. Through the wall secondary drainage overflow scuppers will be installed at all bifunctional roof drains. Since there is serviceable equipment within 10’ of the roof edge and skylights, as a result a portable roof safety railing system will be installed. With the overall thickness of the new EPDM roofing system, this will require provisions for adjustments to the roof edge heights and the associated roof flashings. Masonry removal and restoration will be required at the existing gym walls to provide new flashing and counter flashing. Roof cores have been completed to evaluate the composition of the existing roofs.

An abatement work plan will need to be developed to identify any suspect areas and quantify any required abatement prior to the commencement of roof demolition. There is a possibility that existing ACM flashings will need to be abated under the asbestos abatement work plan.

The Roofing Trade Contractor will be taking the lead on this work and will retain the services of both a plumbing and licensed abatement trade contractors as their subcontractors.

Project Construction Cost: The total project construction cost is \$1.3 million dollars.

Projects Prime Contractor: Silktown Roofing Company, Manchester, CT

Requested Information to be Provided in RFQ: In the Qualifications Section of this Request, please indicate if the Submitter has had previous experience in working with the above-noted Trade Contractor and in what capacity and how the working relationship was. In addition, the prospective respondent shall disclose of any possible conflicts such as current or recent joint ventures, whether they are currently in privity, whether the clerk has any interest in those companies, or has ever been employed by them, etc.

Code Violation Project:

The project scope includes the abatement of existing acoustic ceiling tiles containing asbestos fibers, remediation of both incomplete and missing firestopping systems from prior work, and the installation of new acoustic ceiling systems in conjunction with upgraded lighting. New firestopping system assemblies will be required to create rated assemblies at the school's corridors and rated walls. Other remediation / abatement work will be required at the ceilings of Area A and Area B of the original building. The existing ceiling grid and tile will be abated, and new ceilings and lighting will be installed in the designated areas of Area A & Area B of the original building. Attached to this RFQ/RFP is a drawing that depicts the locations of these work areas.

Project Team: The Architects for the Project are Friar Architecture, Farmington, CT; Environmental Consultant-Eagle Environmental, Inc. Terryville, CT; Structural Engineer-PES Structural Engineers, Inc. Hartford, CT; Electrical Engineers-RZ Design Associates, Rocky Hill, CT.

Schedule for the Project: All of the work shall be undertaken during the summer recess of 2026. Work will begin on or about June 17 and must be substantially completed by August 14, 2026, and final punch lists completed and demobilization from the site by no later than August 21, 2026. A detailed project schedule is appended and made part of this RFQ/RFP.

Work Schedule for the Project: The prime trade contractors are now under contract. They anticipate that their work schedule will be Monday through Friday from 7 am until 5 pm.

Scope of Work for the Clerk of the Works: Individuals with experience in building construction trades, especially those involving school construction or renovation. Those who have overseen roofing, acoustic ceiling replacement and fire and smoke penetration type projects will be considered. The Clerk of the Works shall be responsible for overseeing and acting on behalf of the Building Committee and the Town and acting as their 'eyes and ears.'

In regards the roof replacement and fire and smoke penetration work, the Clerk of the Works must not be averse to climbing up and down ladders.

Project Construction Cost: The total project construction cost is \$380,000 dollars.

Projects Prime Contractor: Sarazin General Contractors, North Windham, CT

Requested Information to be Provided in RFQ: In the Qualifications Section of this Request, please indicate if the Submitter has had previous experience in working with the above-noted Trade Contractor and in what capacity and how the working relationship was. In addition, the prospective respondent shall disclose of any possible conflicts such as current or recent joint ventures, whether they are currently in privity, whether the clerk has any interest in those companies, or has ever been employed by them, etc.

Specific Roles and Responsibilities:

- ***The Clerk of the Works shall be on the Project Site for no less than 40 hours from Monday through to Friday. The Respondent shall provide an all-inclusive hourly rate for these services on the Proposal Form that is part of this RFQ/RFP.***
- ***The Respondent should anticipate that there may be a requirement to be on the Project Site some days beyond 8 hours which may increase the overall weekly on site time to exceed 40 hours. The Respondent shall provide an all-inclusive hourly rate for these services beyond the anticipated 8 hours per day and 40 hours per week that are described in the above bullet item on the Proposal Form that is part of this RFQ/RFP.***
- ***The Respondent should anticipate that there may be a requirement to be on the Project Site on some Saturdays. The Respondent shall provide an all-inclusive hourly rate for these services beyond the 40 hours that is described in the above bullet item on the Proposal Form that is part of this RFQ/RFP.***
- ***Of particular concern of the Town, Building Official and Fire Marshal is a Clerk of the Works who is highly familiar with all aspects of the proper installation of penetration sealants in both fire and smoke type partitions. It shall be the responsibility of the Clerk of the Works to monitor each installation as it is put into place by the respective trade contractors to assure that they are in compliance with the prior approved shop drawings and submittals.***
- The Clerk of the Works shall be responsible for communicating directly to the Building Committee Chairman on any urgent issues;
- The Clerk of the Works shall be responsible for issuing a formal written progress report with photographs on a weekly basis to the Building Committee;
- The Clerk of the Works shall be responsible for inspecting the work to be sure that it is both in compliance with the Contract Documents and to assure that the work is in compliance with the Trade Contractor's Construction Schedules;
- The Clerk of the Works shall evaluate the work that is being completed at each stage or phase to assure the prime Trade, and their subcontractors will be completing on time.
- The Clerk of the Works shall evaluate the prime Trade and their subcontractors on site workforce to be sure that it appears adequate to prosecute the work in an expedient manner;
- The Clerk of the Works shall participate in the weekly Trade Contractor and Design Team meetings;

- The Clerk of the Works shall communicate directly with the Design Team on any concerns or questions, while also copying the Building Committee Chair with said communications;
- The Clerk of the Works shall advise the Design Team and the Building Committee of any potential risks either to the Schedule or the Budget;
- The Clerk of the Works must establish and maintain a good working relationship with all Team members;
- As part of the hourly fee cost proposal, the Clerk of the Works shall participate in the weekly on site job meeting with the architect, subconsultants and trade contractors for both the Roofing and Code Violation projects;
- As part of the hourly fee cost proposal, the Clerk of the Works shall participate in the both the Monthly and any Special meetings that are called by the Building Committee;
- In regard to the Hazardous Materials Abatement, the Architect's Subconsultant will have onsite personnel that will be responsible for overseeing all this work;
- The Clerk must not attempt to fill the role of the design team, construction manager/general contractor, construction superintendent, or any other member of the building team.

QUALIFICATIONS AND PROPOSALS:

The Respondent shall provide six (6) copies of their submission that includes information that demonstrates the proposed Clerk of the Works' experience, knowledge and qualifications. In addition, the Respondent must provide proposed hourly labor rates inclusive of all taxes, insurance, overhead, profit and all miscellaneous expenses. (Page 9 – Bid Form)

Submission Date for RFQ/RFP's: The submission date for all responses to the RFQ/RFP shall be no later than 10 a.m. on Friday, May 22, 2026. All submissions must be in a sealed envelope plainly marked "RFQ/RFP #2026-11 Gilead Hill School Roofing and Code Violation Projects" and addressed to:

***RFQ/RFP-CLERK OF THE WORKS
Gilead Hill School Roofing and Code Violation Projects
Ms. Donna Lanza
Interim Town Manager
Town of Hebron
15 Gilead Street
Hebron, CT 06248***

Requests for Information/Requests for Clarifications: The submission deadline for all Requests for Information/Requests for Clarifications shall be no later than 10 a.m. on Friday, May 15, 2026.

All information shall be submitted in written fashion to Donna Lanza, Interim Town Manager via e-mail at: dlanza@hebronct.gov.

All proposals shall be submitted in two separate (2) sealed envelopes: Qualifications-Part A and Fees/Proposal-Part B.

All Proposals are due no later than Friday, May 22, 2026 at 10:00 a.m. Proposals must be in a sealed envelope and clearly marked "RFQ//RFP # 2026-11, Clerk of the Works, Gilead Hill School, 580 Gilead Street, Hebron, Connecticut" on the outside of the envelope.

PLEASE NOTE: All Proposals must be delivered to the Town Manager's Office, Hebron Town Office Building, 15 Gilead Street, Hebron, CT 06248

LATE PROPOSALS WILL NOT BE CONSIDERED

REQUESTED INFORMATION:

1-Project Understanding: Provide a written statement in sufficient detail to demonstrate an understanding of the project's scope and services required.

2-Demonstrated Ability: Provide information that demonstrates a variety of past work experiences.

3-Previous Experience on Similar Projects: Provide Information that demonstrates specific past work experience that makes the applicant eminently qualified to be retained as the Clerk of the Works especially as it relates to re-roofing and fire and smoke penetration sealant projects.

4-Similar Projects Completed in the Past three (3) years:

5-References of Past Clients:

6-Town of Hebron-Non-Collusive Affidavit-Signed, Dated and Notarized

7- Requested Information to be Provided in RFQ: Please indicate if the Submitter has had previous experience in working with either Silktown Roofing Company or Sarazin General Contractors and in what capacity and how the working relationship was. In addition, the prospective respondent shall disclose of any possible conflicts such as current or recent joint ventures, whether they are currently in privity, whether the clerk has any interest in those companies, or has ever been employed by them, etc.

SCORING METHOD:

1. Qualifications of the Individual-Scoring Method-Points-Weight 25% of Total

2. Cost Proposal- Scoring Method-Points-Weight 25% of Total

3. Demonstrated Ability of the Applicant-Scoring Method-Points-Weight 15% of Total

4. Applicant's Previous Experience on School Construction Projects-Scoring Method-Points-Weight 10% of Total

5. Similar Projects Completed Within the Past Three (3) Years: Scoring Method-Points-Weight 10% of Total

6. References: Scoring Method-Points-Weight 15% of Total

Form of Contract:

The Respondent must sign the Town of Hebron's standard form of agreement with Consultants (copy of which is attached) without any exceptions or modifications.

GENERAL INFORMATION

1. Rejection of Statements of Qualifications: The Town reserves the right to reject any and all Statements of Qualifications/Proposals received as a result of this RFQ/RFP, if it determines that it is in the best interest of the Town to do so

2. Conflict of Interest

The Statement of Qualification shall provide a statement that no conflict of interest exists in rendering service to and in representing the Town of Hebron.

Non-Collusion Affidavit and Code of Ethics - All Statements of Qualification shall include an executed copy of the Town's Non-Collusive Affidavit (Appendix I). All proposers shall abide by the requirements of the Town's Code of Ethics.

3. Insurance Requirements

The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. At or before contract execution, the Contractor shall furnish a certificate of insurance to the Town Manager or his designee evidencing the coverages set forth below. 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.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance and non-contributory, including with respect to any deductibles. Any deductibles are the sole responsibility of the Contractor.

All policies of insurance shall contain waivers of subrogation by endorsement or otherwise at least as broad as the waiver of subrogation to be provided by Contractor.

Insurance requirements are in addition to, not in lieu of the Contractor's other contractual obligations and Owner's rights are in no way dependent on or limited by the types and amounts of insurance carried.

All policies of insurance other than the professional liability and Workers' Compensation policies shall contain written endorsements making The Town of Hebron, The Hebron Board of Education, The Gilead Hill Elementary School Roofing and Code Violation Building Committee, their respective elected and appointed members, employees, officers, agents, servants and volunteers as named additional insureds.

- A. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Bodily Injury per Occurrence

\$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).

- B. 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

- C. Owners Protective Liability: \$1,000,000 per occurrence;

- D. Excess/Umbrella: \$4,000,000 per occurrence. Coverage shall follow form and be at least as broad as the underlying coverage.

- E. Worker's Compensation: In strict accordance with Connecticut General Statutes and showing Connecticut as a covered state. Employers Liability: \$1,000,000 each accident, \$1,000,000 by disease/each employee, and \$1,000,000 bodily injury, disease aggregate.

- F. Professional liability, \$5,000,000 in insurance coverage on a claims made basis. (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.

TOWN OF HEBRON

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

CLERK OF THE WORKS

Gilead Hill School Roofing and Code Violation Projects

PROPOSAL FORM

- ***The all-inclusive Hourly Rate for the Clerk of the Works to be on the Project Site no less than 40 hours from Monday through to Friday.***

HOURLY RATE: _____

- ***The all-inclusive hourly rate for the Clerk of the Works on the Project Site for more than 8 hours a day or over 40 hours in a week.***

HOURLY RATE: _____

- ***The all-inclusive Hourly Rate for the Clerk of the Works to be on the Project Site on some Saturdays above the 40 hours from Monday through to Friday.***

HOURLY RATE: _____

Requested Information to be Provided in RFQ: *Please indicate if the Submitter has had previous experience in working with either Silktown Roofing Company or Sarazin General Contractors and in what capacity and how the working relationship was. In addition, the prospective respondent shall disclose of any possible conflicts such as current or recent joint ventures, whether they are currently in privity, whether the clerk has any interest in those companies, or has ever been employed by them, etc.*

END OF REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

APPENDIX I

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 submitting company developed the Statement/Proposal 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 submissions or competition;
- (2) the submitting company, its employees and agents have not communicated the contents of the submission to any person not an employee or agent of the proposer and will not communicate the submission to any such person prior to the official opening of the Statement of Qualification/Proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics has been received and understood.

The undersigned submitter further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the Statement of Qualifications/Proposal and make an award in accordance therewith.

Legal Name of Submitter/Firm	Business Address
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Signature and Title	Date
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Printed Name of Title Person

Subscribed and Sworn to me this ____ day of _____, 20__.

Notary Public
My Commission Expires

Hebron Code of Ethics

Effective November 5, 2019

I. Persons Governed by this Code

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

II. Purpose

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

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

III. Definitions

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

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

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

IV. Conflicts of Interest

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

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

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

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

V. Disclosure and Recusal

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

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

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

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

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

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

VI. Gifts

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

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

VII. Use of Town Assets

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

VIII. Use of Confidential Information

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

AGREEMENT BETWEEN OWNER AND CONSULTANT

This agreement made this _____ day of _____, 2026, ("Agreement") by and between the Town of Hebron, a municipal corporation of the State of Connecticut having an address of Town Office Building, 15 Gilead Street (Route 85), Hebron, CT 06248 (hereinafter called the "Owner") and _____ (hereinafter called the "Consultant"). Each of the Owner and the Consultant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSED:

In consideration of the mutual covenants and agreements herein contained, it is agreed that:

1) The Consultant shall provide all labor, material and services necessary to perform certain Clerk of the Works functions for compensation (the "Work"), all as set forth in: (i) this Agreement; (ii) the **RFQ/RFP 2026-11** attached hereto as **Exhibit A** (the "RFP"); and (iii); the Consultant's Response to the RFQ/PRF dated _____ attached hereto as **Exhibit B** (the "Response"). The Work shall be performed at the following location:

2) The Owner agrees to pay the Consultant for the Work, in good funds, on an hourly basis for actual time incurred by the Consultant in the performance of the Work at the rates set forth in **Exhibit B**.

3) The Consultant shall submit invoices to the Owner by the 10th day of the month for all Work performed in the prior month. The invoices shall include a detailed description of all work performed, the hours consumed and the person or classification of employee that performed the Work. The Owner will pay all undisputed amounts within thirty (30) days after receipt of the Consultant's invoice. In all events and to the extent the Consultant's invoice is disputed, the Owner shall notify the Consultant in writing of the Owner's reasons for disapproval of the Consultant's invoice, in whole or in part.

4) Payments for the Work and changes in the Work are due and payable to the Consultant within thirty (30) days after the Owner approves all or part of the Consultant's invoice to the Owner as provided in Paragraph 3 or upon the Parties' agreement to any changes as provided in Paragraph 8, as applicable.

5) The Consultant shall provide all labor, supplies, and other facilities, items and necessary appurtenances or property for or incidental to such services necessary for and requested by the Owner to complete the Work. The Consultant acknowledges and agrees that the primary contractor for the separate removal and replacement work referenced in the RFP has previously been retained by the Owner and that Consultant is providing the separate Work described herein and the Exhibits hereto. Consultant shall perform the Work as an independent contractor and in a good and workmanlike manner, consistent with: (1) Instructions, guidance and directions provided by the Owner to the Consultant; (2) the terms and conditions of this Agreement; (3) sound practices used and customary in the performance of work constituting the Work; and (4) any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction.

The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work.

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

7) This Agreement is non-assignable by either Party, without the written consent of the other Party, and shall be binding upon the respective heirs, successors and assigns of the Parties. This provision is intended to destroy the power, as well as the right, to assign some or all of this Agreement. Any assignment of this Agreement, without the express written consent of the Parties, as the case may be, shall be null and void and have no legal effect.

8) The Owner may request changes to the Work. The Consultant may also initiate change orders in the event that the Owner increases the scope of the Work set forth in this Agreement. In all such events, any additional compensation for the Consultant shall be in a mutually agreeable lump sum price determined after good-faith negotiations between the Parties or pursuant to such other terms as may be agreed to by the Parties. Such change orders shall be in writing, and signed by the Owner and Consultant. If the parties cannot agree on the amount of additional compensation associated with the change in the Work, the dispute shall be submitted to arbitration pursuant to Paragraph 13. The Owner shall pay Consultant for such changes in accordance with the requirements of this Agreement.

9) Consultant shall commence its Work upon the execution of this Agreement. The Work of the Consultant is expected to be completed by August 28, 2026 ("Contract Time"). The Contract Time may be extended by mutual agreement of the Parties.

10) The Consultant shall be responsible for any sub-consultants it hires and the personnel it employs to perform the Work. The Consultant shall ensure that each is qualified to perform the work assigned by Consultant and that each employs proper materials and methods.

11) Insurance. The Consultant shall maintain the insurance required by **Exhibit A** for the duration of this Agreement and such insurance shall survive termination of this Agreement:

The Town of Hebron, The Hebron Board of Education, The Gilead Hill School Roofing and Code Violation Building Committee, their respective elected and appointed members, employees, officers, agents, servants and volunteers as named additional insureds., shall, by appropriate endorsement, be named as additional insureds on the Consultant's general liability policies of insurance and on the general liability policies of insurance of the Consultant's sub-consultants, if any. The Consultant shall cause its insurers to provide at least 30 calendar days direct notice of cancellation to the Owner.

12) Defense and Indemnity. To the fullest extent permitted by law, the Consultant

shall defend, indemnify and hold harmless The Town of Hebron, The Hebron Board of Education, The Gilead Hill School Roofing and Code Violation Building Committee, their respective elected and appointed members, employees, officers, agents, servants and volunteers as named additional insureds. from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Consultant's and the Consultant's sub-consultant's Work (if any) under this Agreement, but only to the extent caused by the acts or omissions of the Consultant, the Consultant's sub-consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 12.

In claims against any person or entity indemnified under this Paragraph 12 by an employee of the Consultant or the Consultant's sub-consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification and defense obligations under Paragraph 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or the Consultant's sub-consultants under workers' compensation acts, disability benefit acts or other employee benefit acts.

The defense and indemnification provisions herein shall survive termination of this Agreement.

13) It is expressly agreed between the Parties that in the event of any controversy, claim or dispute of any nature arising out of or relating to this Agreement, such dispute will be submitted for binding arbitration to the American Dispute Resolution Center ("ADRC"), New Britain, Connecticut or such other location geographically closest to Hebron, Connecticut. The Construction Industry Rules of the ADRC shall apply. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the ADRC and shall be within a reasonable time after the dispute has arisen, but in no event shall a claim be made after the date when such a claim would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and binding, and judgment may enter in any court having jurisdiction. This arbitration provision shall survive termination.

14) Either Party may terminate this Agreement upon not less than seven (7) calendar 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.

15) The Owner may terminate this Agreement upon not less than seven (7) calendar days' written notice to the Consultant for the Owner's convenience and without cause. In the event of termination for the Owner's convenience, the Consultant shall be compensated for Work performed and accepted by the Owner prior to termination. In no event shall the Consultant be entitled to anticipated overhead and profit on Work not performed or consequential or special damages of any kind or nature. In the event the Owner terminates this agreement for cause and it is adjudged that the Owner wrongfully terminated the Agreement, such termination shall be converted into and considered a termination for convenience and the Consultant shall be compensated as provided in Paragraphs 3 and 4.

16) This Agreement shall be governed by the laws of the State of Connecticut, without giving effect to its conflict of laws principals, the effect of which be to apply the substantive law of a state other than the State of Connecticut. If any provision of this Agreement is found to be void or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

17) The Parties acknowledge that the provisions of this Agreement are the subject of arm's length negotiations and agree that no provision of this Agreement shall be construed against the other Party by reason of such party having drafted such provision of this Agreement.

18) This Agreement represents the entire understanding of the Parties concerning the subject of the Agreement. All prior statements, representations, and agreements made between or by the parties with respect to the subject matter of this Agreement are superseded hereby and no modifications of any provisions of this Agreement shall be effective unless in writing and signed by each of the Parties.

IN WITNESS WHEREOF, the parties intending to be legally bound set their hands, effective this _____day of _____, 2026.

Consultant_____

Interim Town Manager, Town of Hebron

Owner_____

Date_____

Date_____