

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 26, 2022

SUBJECT: Authorization to Apply for a Round 2 Connecticut Community Challenge Grant

Summary of Agenda Item:

As discussed at a previous meeting, the Connecticut Department of Economic and Community Development has issued a Notice of Funding Availability (NOFA) for Round 2 of the Connecticut Community Challenge Program. The second funding round applications are due October 7. The grant program requires a local match of 50% provided by local or private sources. Grant size is \$1 - \$10 million.

The Town applied for a grant in Round 1 of the Community Challenge Grant program but did not receive funding because the project did not meet the minimum equity requirement. For this grant program, equity can come from the Town, developers, and non-profit entities but debt is not considered equity. The proposed project scope for the Round 2 application is as follows:

- Development by Newport Realty Group of 10 additional mixed-income housing units, 5 affordable, at 848 Farmington Avenue (Newport Center) across from the Train Station (included in Round 1 application). The equity contribution from Newport would be \$270,000 and the grant amount \$576,090.
- In cooperation with Newport Realty Group, the Kensington Fire Department and the Berlin Land Trust, improvement of access and trails at the rear of 848 Farmington Avenue including building a bridge over the swale at the rear of the 848 Farmington Avenue parking area. These improvements are shown as items 1, 2 and 3 on the concept plan for open space attachment. This project element will require easements to provide public access to the unified area and the repaving a portion of the Kensington Fire Department driveway and parking lot as previously approved by the Town Council. The Town's equity contribution related to this project element is the \$80,000 allocated for the driveway work and the contribution of the value of land easements donated (\$25,000 estimate). The grant request for the bridge and trail work is \$50,000.
- A project of Berlin Board of Education and the Meriden, New Britain, Berlin YMCA as previously approved by the Town Council to locate YMCA daycare programs at McGee Middle School and Hubbard Elementary School and for the Board of Education's Transition Academy program located in the YMCA owned building at 362 Main Street. Grant funds would be used to make additional improvements at 362 Main Street for the Transitional Academy. Equity contributions are the YMCA's investment in improvements at McGee Middle School and Hubbard Elementary School to

accommodate the daycare program (estimated at \$355,840), investments made by the YMCA at 362 Main Street to accommodate the Transition Academy (estimated at \$10,585) and investments made by the Board of Education in the 362 Main Street building. It is estimated that the grant request for this portion of the project will be more than \$375,000. Friar Associates is developing cost estimates for improvements at 362 Main Street that may be funded by the grant including:

1. Paving outdoor parking lot
2. Landscaping outdoors spaces
3. Outdoor furniture
4. Remodel kitchen in front room (flooring, cabinets and add a stove)
5. Remove small sinks and cabinets in main room and add storage closets/cabinets
6. Replace cabinets where medical supplies are kept
7. Install AC in the entire building. The back room is the only room with central air.
8. Copier machine
9. New floor in hallway, main room and back room.

Actions Needed:

Move to authorize the Town Manager to apply for a Community Challenge Grant for projects in the vicinity of the Berlin Train Station for additional apartments including 5 affordable units and for improvements for trail access at Newport Center and for improvements to the Board of Education's Transition Academy at 362 Main Street.

Attachments:

1. Site plan concept for added residential units at Newport Center.
2. Concept plan for open space connections and improvements.

Prepared By:

Jim Mahoney, Economic Development Coordinator
Chris Edge, Economic Development Director

CE



WALKING & FOOT PATH LEGEND

- 1 EXISTING STONE DUST PATH (MAINTENANCE REQUIRED)
- 2 EXISTING FOOT PATH SYSTEM THROUGH WOODLANDS AND YARD
- 3 FUTURE FOOT PATH FROM EXISTING FOOT PATH OVER FUTURE BRIDGE TO STONE DUST TRAIL
- 4 EXISTING CONCRETE SIDEWALK ALONG FARMINGTON AVENUE
- 5 EXISTING CONCRETE SIDEWALK ALONG STEELE BOULEVARD
- 6 PROPOSED SIDEWALK ALONG AND THROUGH AMCO PRECISION TOOL
- 7 PROPOSED FOOT PATH ALONG FORMER SEWER ROW TO BRICKYARD POND

SCALE: 1" = 100'

PROJECT NUMBER: 00066-001

CONTACT INFORMATION

YANCY BROWN CONSULTANTS, LLC
LENDON, COVA 9029
Phone: 408-222-1111
Fax: 408-222-1112
Email: info@yancybrown.com

YRC
YANCY BROWN CONSULTANTS, LLC

CONCEPT WALKING AND FOOT PATH SYSTEM FOR BERLIN TOWN CENTER

PREPARED FOR:
TOWN OF BERLIN

CONCEPT LAYOUT

REVISION SUMMARY

NO.	DATE	DESCRIPTION
1	01/11/2011	CONCEPT LAYOUT

PROJECT: 00066-001

DATE: 01/11/2011

REVISION: 001

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 27, 2022

SUBJECT: Approval of Design Agreement with Jacunski Humes Architects, LLC for the Police Department Locker/Renovation Project

SUMMARY

As you may recall, the Town Council referred the Police Department's Locker Room Renovation project to the Public Building Commission (PBC) in May 2021, along with the associated Statement of Need. The intent of this referral was for the PBC to determine the cost and feasibility of expansion and renovation of the Police locker room facilities. The Town Council later approved the PBC's request to engage Jacunski Humes Architects, LLC (JHA) for related conceptual design and cost estimating services. JHA presented the Space Needs Assessment, Overall Master Plan, Construction Phasing, and Cost Estimates at the March 1, 2022 Town Council meeting. At that time, JHA presented estimated costs broken out into four construction phases; the total facility renovation project cost estimate was \$5.2 million, with Phase 1 totaling an estimated \$3.4 million. The current master plan and previous cost worksheet is attached.

Phase 1 includes new Men and Women's Locker Rooms and associated sinks / toilets / showers, a new Physical Training Center, two new Sally Ports/Vehicle Processing bays, a new Interview Room, and new Evidence Receiving, Evidence Processing, and Evidence Storage areas that comply with state and national accreditation standards. These areas will be created by renovating the former firearms training range and existing Board of Education storage area on the lower level of the Town Hall. The PBC worked with JHA and Corporation Counsel on the attached Owner / Architect Design Agreement, and recommend initiating the detailed design phase of the overall master plan project for an amount not to exceed \$305,000.00 (this includes a \$5,000 contingency). JHA and its mechanical/structural/interior design subconsultants will bring the conceptual design forward into final design, and prepare detailed drawings, specifications, and other documents suitable for bidding. Pending approval of the non-budgeted appropriation by the electors, Town Council and Board of Finance, this project will be funded from the Police Construction Fund, Account No. 538.15.1532.0.54000.00300. The Finance Department would also need to confirm sufficiency of funds prior to issuance of any Purchase Orders related to this design agreement.

Basis for Bid Waiver Request

- JHA has prepared design documents and assisted the Town on completing several previous Police Department projects, including the recently completed jail cell upgrades.
- JHA, due to its recent work with the PBC, Police Department, and Police Commission, is very familiar with the physical space on the Town Hall Lower Level as well as the space and operational needs of the Police Department, and has relevant background drawings and documents that will be needed for the final design.
- The PBC considers JHA highly qualified for this project due to its extensive list of Police Headquarters renovation and/or construction projects in other CT municipalities.

- The PBC is familiar with the final design phase level of effort and with architectural fees in the marketplace, and considers the proposed fees reasonable for this project.
- JHA is well-positioned to complete this project in an efficient manner, as its team can build off the master plan and project phasing already completed for the PBC.

ACTION NEEDED

Move to authorize the Public Building Commission to execute the Owner/Architect Design Agreement with Jacunski Humes Architects, LLC of Berlin, CT for the Police Department Renovations Project for an amount not to exceed \$305,000.00, pending approval of the non-budgeted appropriation by the electors, Town Council and Board of Finance; and for the Public Building Commission to direct the design team as it proceeds with the detailed design in order to prepare bid documents for the project, as this is in the best interest of the Town.

ATTACHMENTS

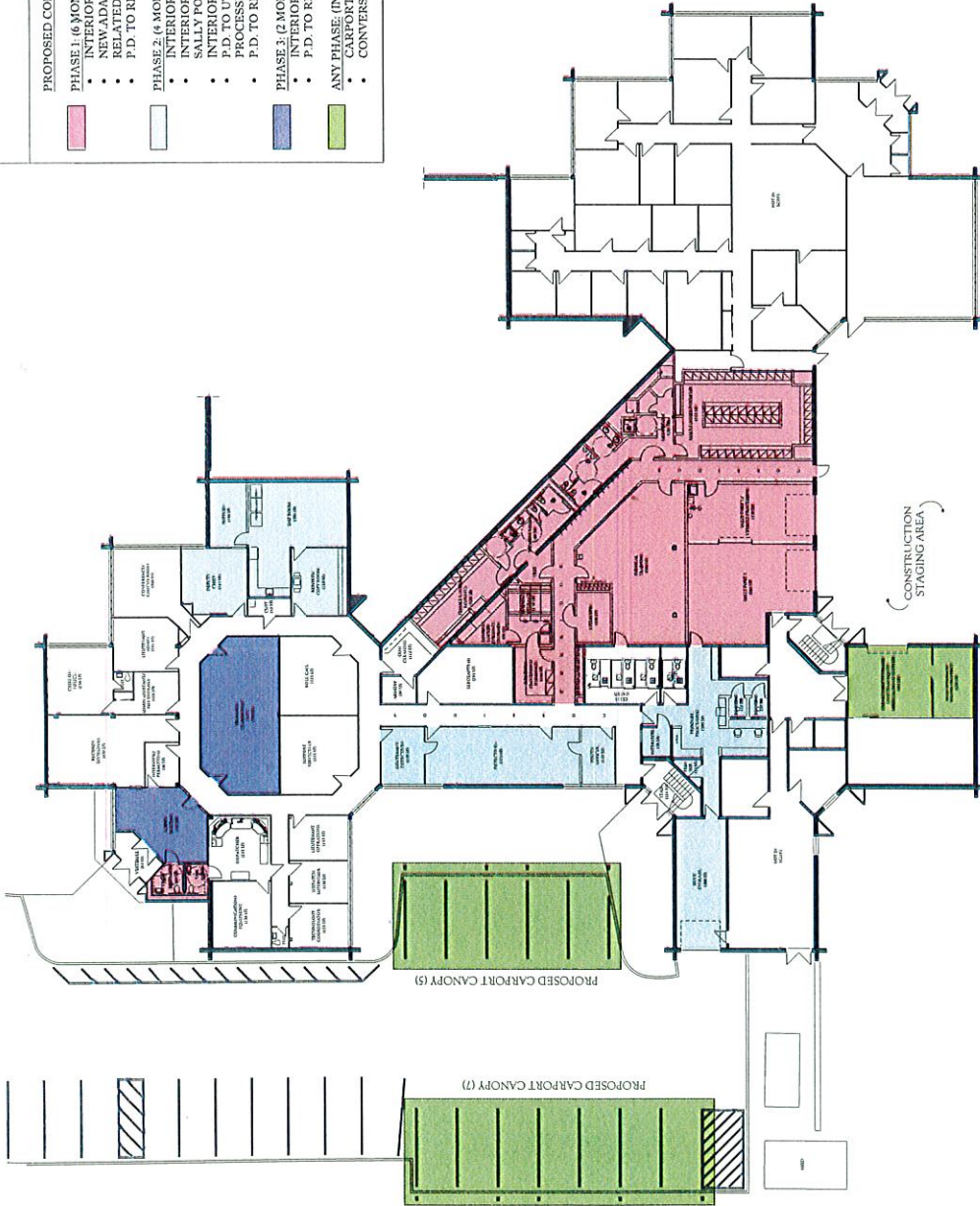
Proposed Police Facility Renovations Plan prepared by JHA dated May 2, 2022
Project Cost Worksheet prepared by JHA dated February 11, 2022
Standard Form of Agreement Between Owner and Architect (Draft)

PREPARED BY

Michael S. Ahern, P.E., Public Works Director



PROPOSED DESIGN/BIDDING PHASE	
DESIGN: 4-5 MONTHS	
BIDDING: 1-2 MONTHS	
PROPOSED CONSTRUCTION PHASING	
PHASE 1: (6 MONTHS)	
• INTERIOR RENOVATIONS TO BOE STORAGE AREA	
• NEW ADA COMPLIANT RESTROOMS FOR PUBLIC/ DISPATCHERS	
• RELATED SITEWORK IMPROVEMENTS	
• P.D. TO RELOCATE TO AREAS OF NEW CONSTRUCTION	
PHASE 2: (4 MONTHS)	
• INTERIOR RENOVATIONS TO FORMER LOCKER ROOMS/ DAY ROOM	
• INTERIOR RENOVATIONS TO PRISONER PROCESSING/ FORMER SALLY PORT	
• INTERIOR RENOVATIONS TO FORMER EVIDENCE STORAGE/ OFFICES	
• P.D. TO UTILIZE NEIGHBORING COMMUNITY FOR PRISONER PROCESSING & DETENTION DURING PHASE 2 ONLY	
• P.D. TO RELOCATE TO AREAS OF NEW CONSTRUCTION	
PHASE 3: (2 MONTHS)	
• INTERIOR RENOVATIONS TO TRAINING CLASSROOM/ LOBBY	
• P.D. TO RELOCATE TO AREAS OF NEW CONSTRUCTION	
ANY PHASE: (INCORPORATED INTO ANY PHASE)	
• CARPORT CANOPY STRUCTURES	
• CONVERSION OF TOWN HALL STORAGE AREA	



PROPOSED POLICE AREA - 15,400 SF



Proposed Lower Floor Plan

May 02, 2022

PROPOSED POLICE FACILITY RENOVATIONS
FOR THE
TOWN OF BERLIN, CONNECTICUT



Addition and Renovations to Berlin Police Department Berlin, CT

February 11, 2022

PROJECT COST WORKSHEET

Hard Costs:		Design- Bidding	PHASE 1	PHASE 2	PHASE 3	ANY PHASE
Sitework and Carport Structures	\$266,880		\$66,880			\$200,000
Addition and Interior Renovations	\$3,609,370		\$2,709,370	\$800,000		\$20,000
Subtotal	\$3,876,250		\$2,776,250	\$800,000	\$80,000	\$220,000
Soft Costs:						
Architectural/Engineering Fees	\$300,000	\$240,000	\$30,000	\$20,000	\$10,000	
Clerk / Project Management Fees	\$150,000		\$75,000	\$50,000	\$25,000	
Furniture, Fixtures, Equipment (& Design)	\$100,000		\$50,000	\$25,000	\$25,000	
High Density Shelving / Appliances	w/in hard costs					
Land Surveying Services (T-2)	\$5,000	\$5,000				
Geotechnical Engineering / Soil Testing	not anticipated					
Independent Materials Testing / Inspections	\$8,000		\$4,000			\$4,000
Commissioning Services	\$30,000		\$20,000	\$5,000	\$5,000	
Console Furniture / Radio System relocation	not anticipated					
Telephone / Data System Equipment	\$50,000		\$30,000	\$10,000	\$10,000	
Building Equipment / AV Systems	\$50,000		\$30,000	\$10,000	\$10,000	
Printing, Advertising	\$2,000	\$2,000				
Relocation / Moving Expenses	\$10,000		\$7,500	\$1,500	\$1,000	
Utility Company Backcharges	not anticipated					
Builder's Risk Insurance Policy	\$25,000		\$25,000			
Owner's Legal Fees / Bonding Costs	TBD by Owner					
Administrative Costs / Owner's Expenses	\$10,000	\$3,000	\$5,000	\$1,000	\$1,000	
Permitting Fees	assumed waived					
Subtotal	\$740,000	\$250,000	\$276,500	\$122,500	\$87,000	\$4,000
Project Contingency (15%)	\$583,750	\$50,000	\$350,000	\$120,000	\$12,000	\$51,750
Project Total	\$5,200,000	\$300,000	\$3,402,750	\$1,042,500	\$179,000	\$275,750

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12th day of September in the year 2022
(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 Berlin
240 Kensington Road
Berlin, CT 06037

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

Jacunski Humes Architects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

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

Berlin PD Renovations
240 Kensington Road, Berlin, CT
Renovations to Lower Level of Town Hall to meet the needs of the Berlin Police
Department

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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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.)

Owner's program requirements are outlined within Space Needs Assessment for the Berlin Police Department, Berlin, CT, dated September 2021, as prepared by Jacunski Humes Architects, LLC.

§ 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.)

Proposed renovations to be substantially similar to Schematic Design drawing titled "Proposed Lower Level Floor Plan", dated May 2, 2022, Proposed Police Facility Renovations for the Town of Berlin, CT, as prepared by Jacunski Humes Architects, LLC.

§ 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.)

Proposed budget to be based upon Project Cost Worksheet, dated February 11, 2022, titled Addition and Renovations to Berlin Police Department, Berlin, CT as prepared by Jacunski Humes Architects, LLC. All proposed costs were anticipating a Summer 2022 construction start and have not been adjusted for current market conditions.

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

.1 Design phase milestone dates, if any:

Summer 2022 – Fall 2022

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

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

Publicly bid for General Construction according to local, state, and national laws and statutes.

§ 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.)

High efficiency construction with energy efficient equipment.

(Paragraph deleted)

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

Public Building Commission
Berlin Town Hall 240 Kensington Road
Berlin, CT 06037

§ 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.)

N/A

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

.1 Geotechnical Engineer:

Not anticipated

.2 Civil Engineer:

Not anticipated

.3 Other, if any:

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

If required: Hazardous Materials identification and monitoring: Mystic Air Quality Consultants, Inc., Groton, CT

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Brian Humes, AIA, LEED AP, Member
Jacunski Humes Architects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Szewczak Associates
200 Fisher Drive
Avon, CT, 06001

.2 Mechanical / Electrical / Plumbing Engineer:

Innovative Engineering Services, LLC.
33 North Plains Industrial Road
Wallingford, CT, 06492

.3 Interior Design:

4D Design and Decorating, LLC.
127 Park Road
West Hartford, CT 06119

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

See Section 1.1.2

§ 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.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 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 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect shall provide to Owner copies of all insurance policies and endorsements, and shall promptly provide to Owner any notices of cancellation from any carrier providing insurance coverage required under Section 2.5.

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, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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 prior written notice to the Architect.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other

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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, 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, 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.

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

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

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project 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

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

§ 3.5.2 Competitive Bidding

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

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

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

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

(Paragraphs deleted)

§ 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. 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, and for the negligent acts or omissions of the Architect's consultants and for the failure of the Architect, and the Architect's consultants to comply with the requirements of this Agreement, but 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.

§ 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.

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

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

§ 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.

§ 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. The Architect shall strive to coordinate and complete all reviews according to the following schedule:

Five (5) business day turnaround for critical Requests for Information (RFI's); Ten (10) business day turnaround for non-critical RFI's; Ten (10) business day turnaround for contractor's submittals.

§ 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 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. 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, 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.

§ 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. 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., 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, or bonds indemnifying the Owner against liens; 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.

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. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and 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 (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	N/P
§ 4.1.1.4 Existing facilities surveys	N/P
§ 4.1.1.5 Site evaluation and planning	N/P
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	N/P
§ 4.1.1.9 Landscape design	N/P
§ 4.1.1.10 Architectural interior design	Architect as Basic Service
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/P
§ 4.1.1.13 On-site project representation	Provided per 4.2.3.2
§ 4.1.1.14 Conformed documents for construction	Architect as Basic Service
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect / Owner
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25 Fast-track design services	N/P
§ 4.1.1.26 Multiple bid packages	N/P
§ 4.1.1.27 Historic preservation	N/P

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect as Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	N/P
§ 4.1.1.30 Other Supplemental Services	N/P

§ 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.)

Basic Services to include Interior Design, Conformed Drawings for Construction, and coordination with Owner's consultants. Services related to procurement, design of FF&E is available as an Additional Service under section 4.2.

§ 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.)

Owner to provide land survey, site planning, civil engineering, stormwater and wastewater design, geotechnical engineering, on-site project representation, Tel/Data/Audio Visual equipment design, security design, and building commissioning services (if required).

§ 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.

§ 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, 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;
- .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 .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

- .9 .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 .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 .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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty Five (25) 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 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.

§ 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 (Twenty-Four (24) month period for construction), through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested in writing by Architect in a timely manner 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.

§ 5.4 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

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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 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.

(Paragraph deleted)

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§ 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 Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide 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 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.

§ 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, 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 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,

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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, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 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 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.

§ 7.2 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.

§ 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.

§ 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.

§ 7.4 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.

§ 7.5 Except as otherwise stated in Section 7.3, 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 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)

(Paragraphs deleted)

§ 8.3 Intentionally Omitted.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, 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 cure 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 unavoidable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for

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the remaining services and the time schedules shall be equitably adjusted if necessitated solely due to the delay caused by the Owner.

§ 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 if necessitated solely due to the delay caused by the suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, or for funding purposes, 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 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 performed prior to termination, Reimbursable Expenses incurred, and direct costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 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:

None

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

None

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

Init.

§ 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 With the prior written consent of the Owner, 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. Architect acknowledges that the Project is a public safety facility and Architect shall not disclose any aspects or characteristics of the Project that could reasonably be expected to compromise the security of the facility. 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, and except as required under the Connecticut Freedom of Information Act.. This Section 10.8 shall survive the termination of this Agreement. The Architect shall treat all information concerning the Project as confidential and shall not disclose, divulge or disseminate drawings, renderings, photographs or other information that would compromise the security of the police facility.

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)

- .2 Percentage Basis
(Insert percentage value)

Init.

.3 Other
(Describe the method of compensation)

N/A

§ 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.)

Included with Basic Services

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

Schedule of Hourly Rates (attached)

§ 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.)

N/A

§ 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	\$30,000	percent (10	%)
Design Development Phase	\$45,000	percent (15	%)
Construction Documents Phase	150,000	percent (50	%)
Procurement Phase	15,000	percent (5	%)
Construction Phase	60,000	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

See attached Schedule of Hourly Rates (2022)

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) 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.)

N/A

§ 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services 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.

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

No interest shall be paid by the Owner %

§ 11.10.2.2 The Owner shall not 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 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.)

By executing this Agreement, the Architect hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Architect will take positive steps to ensure that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.

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

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

[]

(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.)

None

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

Schedule of Hourly Rates (2022)

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

OWNER (Signature)

Arosha Jayawickrema, Town Manager
(Printed name and title)

ARCHITECT (Signature)

Brian Humes, AIA, Member
(Printed name, title, and license number, if required)

Schedule of Hourly Rates

January 2022

Jacunski Humes Architects, LLC

Principal Architect

W. Albert Jacunski, AIA	\$190.00/hour
Brian W. Humes, AIA	\$190.00/hour

Senior Project Architect

Mark Allen	\$165.00/hour
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Project Architect

Kevin W. Lipe, AIA	\$145.00/hour
Andrew G. Whitehouse, AIA	\$145.00/hour

Job Captain

Michael J. Rinaldi	\$130.00/hour
--------------------	----------------------

Draftsperson

Benjamin F. Kelly	\$90.00/hour
-------------------	---------------------

Clerical

\$60.00/hour

Intern

\$50.00/hour

Reimbursable Expenses (if applicable)

Mileage	\$0.58.5/mile
Consultant Services	cost + 15%
Reimbursable Expenses	cost + 10%

WAJJHHOURLYRATE22

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 27, 2022

SUBJECT: Funding Agreement – Paving of Kensington Volunteer Fire Department Parking Lot

SUMMARY:

At the request of the Town Council, the Public Works Department obtained quotes for paving the parking lot at the firehouse/headquarters located at 880 Farmington Ave, and coordinated on final scope, schedule, and costs with the Kensington Volunteer Fire Department (KVFD). Galasso Materials of East Granby, CT submitted the attached final proposal to KVFD and has agreed to hold their prices until the end of October, 2022. Paving is scheduled for mid-October. The Town Council and Board of Finance approved funding \$80,000.00 for this project as part of the FY22 year-end surplus transfers; KVFD is responsible for paying the remainder. Cost savings to KVFD are realized as this proposal incorporates unit pricing under DAS Contract No. 22PSX0008, and this project is an add-on to Galasso's other paving work for the Town.

Corporation Counsel has prepared the attached grant agreement, for Town Manager execution, in order to fund the Town portion at the appropriate time. Funds are available from Account No. 500.20.2036.0.54000.00517 - Parking Lot Paving.

ACTION NEEDED:

Move to authorize the Town Manager to execute the associated grant agreement and other documents necessary to transfer \$80,000.00 to the Kensington Volunteer Fire Department at the appropriate time for their parking lot repaving project at 880 Farmington Avenue.

ATTACHMENT:

Galasso Paving Quote – Dated September 23, 2022
Draft Grant Agreement with the Kensington Volunteer Fire Department
Sufficiency of Funds

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director

MSA

\$84,435.05

GRANT AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2022 by and between the *Town of Berlin*, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut, having a principal address of 240 Kensington Road, Berlin, Connecticut (“Town”) and the *Kensington Volunteer Firemen’s Association for the District of Kensington, and the Town of Berlin*, a corporation organized and existing under the laws of the State of Connecticut, having a principal address of 880 Farmington Avenue, Berlin, Connecticut (“KVFD”) sets forth the terms pursuant to which the Town will make a grant in the amount of eighty thousand dollars (\$80,000.00) for the sole and express purpose of funding a portion of the costs associated with the paving of the parking lot at the KVFD property located at 880 Farmington Avenue, Berlin, Connecticut (“Subject Property”).

WHEREAS, the Town owns certain fire apparatus that are operated by KVFD at the Subject Property;

WHEREAS, KVFD provides municipal fire service for the Town and operates out of the Subject Property;

WHEREAS, the parking lot at the Subject Property is in disrepair and in need of re-paving;

WHEREAS, the proper maintenance and care of the Subject Property is in the best interest of the Town due to the role of KVFD and the Town’s investment in the fire apparatus located at the Subject Property; and

WHEREAS, KVFD has requested financial assistance from the Town in connection with the paving of the parking lot at the Subject Property.

NOW THEREFORE, in accordance with the foregoing recitals, which are incorporated herein below and made a part hereof, and in accordance with the following terms, the Town agrees to make a grant to KVFD in the amount of eighty thousand dollars (\$80,000.00) to fund a portion of the paving costs at the Subject Property.

1. The Project: The Town and KVFD coordinated on final scope and schedule for the paving project at the Subject Property. The Town solicited proposals and obtained quotes for the paving scope. Attached hereto as **Exhibit A** is the proposal by Galasso Materials, L.L.C. to perform the paving scope at the Subject Property (the “Project”). The Town and KVFD have agreed that the proposal attached as **Exhibit A** represents the lowest qualified and responsible proposal. The prices set forth in **Exhibit A** are based on State of Connecticut Department of Administrative Services Contract #22PSX0008.
2. The total amount of the grant from the Town for the Project shall be and is eighty thousand dollars (\$80,000.00). Any Project costs in excess of the grant from the

Town shall be and are the sole responsibility and liability of the KVFD. Under no circumstances shall the Town be liable to KVFD, Galasso Materials, L.L.C. for any project costs or liabilities in excess of the grant amount.

3. KVFD shall indemnify, defend and hold the Town harmless from and against any claims by any third-party arising out of or related to the Project, except for claims alleging direct negligence by the Town.
4. The grant shall be payable upon presentment to the Town of appropriate applications for payment or invoices from Galasso Materials, L.L.C., inspection of the completed Project by the Town to ensure satisfactory completion of the work and a final lien waiver from Galasso Materials, L.L.C. in a form satisfactory to the Town.
5. KVFD shall not expend any grant funds for any purpose other than the purpose set forth herein.
6. KVFD shall not assign, or otherwise transfer, its rights or delegate any of its obligations under this grant without prior written approval from the Town.
7. KVFD shall retain all records and receipts of expenditures relating to this grant and to provide the Town with a written report summarizing the Project promptly following the end of the period during which all grant funds are expended.
8. The making of the grant by the Town shall not obligate the Town to any additional or future grants or expenditures of funds. The grant represents a one-time grant by the Town for the specific purpose described herein.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

*Kensington Volunteer Firemen's
Association for the District of Kensington*

Board Chair (typed/printed)

Aroscha Jayawickrema, Town Manager
Town of Berlin



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 27-Sep-22

Purchase Item or Contract: Paving KVFD Parking Lot		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Paving KVFD parking lot	\$80,000.00	\$80,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$80,000.00

Account No. 500.20.2036.0.54000.00517 Parking Lot Paving


Budgeted Amount.....	\$80,000.00	Available balance.....	\$80,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$80,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist. Finance Director

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist. Finance Director

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 22, 2022

SUBJECT: Snow Plowing of Town Cul-de-Sacs/Misc. Areas -
Contract No. 2022-06 Extension

SUMMARY:

The Public Works Department is preparing for the snow plowing of Cul-de-Sacs and Misc. Areas for the winter season. The companies who were awarded work under Contract # 2022-06 have committed to holding their existing rates; Staxx Construction Services of Berlin at the rate of \$145.00 per hour for the primary truck and \$180 per hour for the spare truck, and Rogan Enterprises, LLC of Kensington at the rate of \$165.00 per hour. Due to the number of snow plowing districts, Staff recommend continuing to retain both Staxx Construction and Rogan Enterprises to perform the work.

Both Contractors responded in both a timely and responsible manner during previous work under this contract. Based upon their past performance, Staff is requesting Town Council to approve extending Contract # 2022-06 for both Contractors through the end of the 2022/2023 Winter Season. Due to the uncertainty of predicting the use of this on-call contract during the winter, we cannot accurately estimate the contract's total value. Funding for payment will be provided from Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental), which is currently budgeted at \$40,000.00.

ACTION NEEDED:

Move to authorize the extension of Contract #2022-06 for the snow plowing of Cul-de-Sacs and Misc. Areas to Staxx Construction Services of Berlin at the rate of \$145.00 per hour for the primary truck and \$180.00 per hour for the spare truck, and Rogan Enterprises, LLC of Berlin at the rate of \$165.00 per hour for services rendered through April 30, 2023.

ATTACHMENTS:

Letters of Extension

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works

MSA

Rogan Enterprises LLC

Connecticut Arborist License # S-6400

Connecticut Home Improvement License # 607667

DATE: SEPTEMBER 13, 2022

775 High Road, Berlin, CT 06037-1905

Phone: 860-690-4998

Email: roganenterprises@comcast.net

TO Town of Berlin
Attn: Public Works
240 Kensington Rd
Berlin, CT 06037

Rogan Enterprises LLC agrees to plow the same col-de-sacs at the same rate as the previous 2021/2022 snow season.

Respectfully,

David Rogan

Rogan Enterprises LLC

THANK YOU FOR YOUR BUSINESS!



PO Box 7056, Berlin CT 06037

A Women, Veteran Owned and Operated Business Entity

To Whom it may Concern,

I, Jennie Scofield, owner of Staxx Construction Services LLC would like to extend my snow removal contract with the Town of Berlin for another year. I will also continue to honor the current pricing of \$155 per hour/per truck and \$180 per hour/spare truck.

For any further questions or concerns you can contact me at (860)803-3662.

Thank you

Jennie Scofield, Owner

Staxx Construction Services LLC

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 22, 2022

SUBJECT: Snow Plowing of Town Streets - Contract No. 2022-05 Extension

SUMMARY:

The Public Works Department is preparing for the snow plowing of town streets for the winter season. Earth Contractors of Kensington was awarded the original contract (#2022-05), and has committed to holding their rates at \$200.00 per hour for the 2022/2023 winter season for the primary vehicle, and \$200.00 per hour for spare vehicles. According to Staff, Earth Contractors responded in both a timely and responsible manner each and every time their services were previously requested under this contract. Staff are requesting Town Council to approve extending Contract # 2022-05 through the end of the 2022/2023 Winter Season.

Due to the uncertainty of predicting the use of this on-call contract during the up-coming season, we cannot accurately estimate the contract's total value. Funding for payment will be provided from Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental), which is currently budgeted at \$40,000.00.

ACTION NEEDED:

Move to authorize the extension of Contract #2022-05 for the snow plowing of Town streets, to Earth Contractors, of Kensington, at the rate of \$200.00 per hour for the primary vehicle, and \$200.00 per hour for the spare vehicle for services rendered through April 30, 2023.

ATTACHMENT:

Letter of Extension

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works

MSA



EARTH CONTRACTORS

445 Southington Road, Kensington, CT 06037 • (860) 828-1677

9/20/2022

To whom it may concern:

Earth Contractors is prepared to extend the terms of the Street plowing contract to include the 2022-2023 plowing season. The original bid number was 2022-05.

Thank You

Andy Hrubiec

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 27, 2022

SUBJECT: Award of Contract for Connectivity Grant and STEAP Grant Funded Sidewalks

SUMMARY:

The Town bid the Connectivity/STEAP funded sidewalk project and two bids were received on July 14, 2022. The low bidder was PJF Construction Corp (PJF) of West Hartford, CT with a bid of \$788,569.00. This bid was significantly higher than the available funds.

The Town received two State grants for sidewalk projects and bid them as one project. One project component is funded by a Connectivity grant of \$387,000.00 and the other by a Small-Town Economic Assistance Program (STEAP) grant of \$128,205.00 with a local matching commitment of \$15,000.00 toward the construction aspect of the project. The Town is funding the design and construction administration portions of both projects. Construction costs have been rising and when Staff bid the work, both portions of the project came in above estimate. Staff have talked to the Connecticut Department of Transportation (DOT), and DOT agreed to allow the Town to reduce the scope of the projects to better align with the available funding. The Connectivity project will now involve sidewalks on Farmington Avenue southeast of Lower Lane, and the STEAP project will include sidewalk sections on Newton Street and Langdon Court.

The STEAP grant award is \$128,205.00 with a \$15,000.00 local match for a total of \$143,205.00 available for sidewalk construction. Bid prices for the Newton Road section (\$101,329.00) and the Langdon Court section (\$46,950.00) total \$148,279.00. With the proposed project contingency of 10%, the total projected construction cost is \$163,107.00, so additional Town funding of \$19,902.00 is required. With respect to the Connectivity Grant, the grant amount is \$387,000.00 and the Farmington section bid is \$413,186.00. With a 10% contingency, the projected cost is \$454,505.00 so the Town will need to contribute an additional \$67,505.00.

Staff recommend awarding the sidewalk contract with a reduced scope including Farmington Avenue, Langdon Court and Newton Street segments to the low bidder PJF for a contract amount of \$561,465.00 and to authorize the Town Manager to enter into change orders not to exceed \$56,147.00. Funding sources for the project will be:

- \$387,000.00 from the Community Connectivity Grant account, #504.10.1017.0.53470.00000
- \$128,205.00 from the STEAP sidewalks account, # 504.10.1017.0.53473.00000
- \$87,407.00 funded by the Grant Road Improvement (GRI) account, #140.20.2037.0.54000.00509.
- \$15,000.00 (local STEAP match) from the Bonded Road Improvement account, #140.20.2037.0.54000.00515


ACTIONS

Move to award the Connectivity/STEAP funded sidewalk project with a reduced scope of segments on Farmington Avenue, Newton Street and Langdon Court to the low bidder, PJF Construction Corp of West Hartford, CT in the amount of \$561,465.00, and to authorize the Town Manager to enter into change orders of 10% of the contract amount (\$56,147.00) to be funded by \$387,000.00 from the Community Connectivity Grant account, \$128,205.00 from the STEAP sidewalks account, \$87,407.00 from the Grant Road Improvement account, and \$15,000.00 from the Bonded Road Improvement account.

ATTACHMENTS:

1. Original Bid summary (7/14/22)
2. Town letter on scope adjustment (dated 9/16/22)
3. Contractor's revised proposal form (dated 9/19/22)
4. Sufficiency of funds

PREPARED BY:

Michael Ahern, Public Works Director 
Chris Edge, Economic Development Director
Jim Mahoney, Economic Development Coordinator



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 28-Sep-22

Purchase Item or Contract: Public Works		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Sidewalks	\$87,407.00	\$87,407.00
			-
			-
			-
			-
TOTAL			\$87,407.00

Account No. 140.20.2037.0.54000.00509

Budgeted Amount..... \$2,573,960.93

Available balance..... \$1,028,980.88

Encumbrances to Date..... \$991,278.50

Amount Needed for This Package..... \$87,407.00

Expenditures to Date..... \$553,701.55

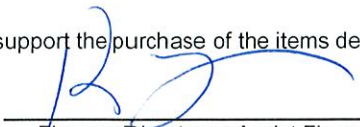
Available Balance After Purchase..... \$941,573.88

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 28-Sep-22

Purchase Item or Contract: Public Works		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Sidewalks	\$15,000.00	\$15,000.00
			-
			-
			-
			-
TOTAL			\$15,000.00

Account No. 140.20.2037.0.54000.00515

Budgeted Amount..... \$157,551.20

Available balance..... \$15,002.45

Encumbrances to Date..... \$137,120.68

Amount Needed for This Package..... \$15,000.00

Expenditures to Date..... \$5,428.07

Available Balance After Purchase..... \$2.45

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director

Bid Opening - Meeting Notes

Sidewalk Connectivity Project

Project No. 2022-26

Berlin, Connecticut

Date of Bid Opening: July 14, 2022

Location of Bid Opening: Berlin, Town Hall

Time of Close of Bids: 2:00 PM

Time Bids Opened: 2:00pm

Number of Bids Received: 2

Bids Opened By: Jim H Name _____ Title _____

Bids Read By: Jim H Name _____ Title _____

1) At 2:00 PM sharp, Maryssa closed the acceptance of bids and explained the procedure;

a) Bids will be opened, checked for proper paperwork & the total bid amount read aloud one at a time. Omission of any one of the following may be cause for the bid to be rejected:

- Bid Proposal Form
- Affidavit of Non-Collusion
- Affidavit of Non-Discrimination
- Qualifications of Bidder
- Bid Bond or Security (Bank Check) – 5 % Of Bid Amount
- Bidder Contract Compliance Monitory Report

b) WMC will take the bids and review them for accuracy, re-check for inclusion of all required paperwork, verify experience, etc.

2) Bids were opened and read aloud in the following order:

• <u>Matter Corp of Bloomfield, CT</u>	\$ <u>957,069.50</u>
• <u>PJF Construction of West Hartford, CT</u>	\$ <u>788,569.00</u>
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____

3) Apparent low bidder = PJF @ \$ 788,569.00

Submitted By: _____

WMC Consulting Engineers

Date _____



TOWN OF BERLIN
Department of Public Works
240 Kensington Road • Berlin, CT 06037
Office (860) 828-7022 • Fax (860) 828-7180

September 16, 2022

Mr. Gearoid Fitzgerald
PJF Construction Corp
561 Park Road West
Hartford, CT 06107

Re: Berlin Sidewalk Connectivity Project – Bid No. 2022-26

Dear Mr. Fitzgerald:

We have finalized the scope of this project to include the following segments as shown on the contract drawings:

- Farmington Avenue
- Newton Street
- Langdon Court

The Town has revised the scope of work; the scope no longer includes Norton Road or Four Rod Road. Please complete the enclosed proposal form per the finalized scope above, confirm PJF Construction's price for the final scope of work, and return to my attention (an advance copy via email is requested as well). Note that any decision on awarding this contract is subject to final approval by Corporation Counsel, the funding agencies, and the Town Council.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Ahern", is written over a faint, larger signature.

Michael S. Ahern, P.E.
Public Works Director

Enclosure

cc: Attorney Jeffrey Donofrio, Town of Berlin Corporation Counsel
James Mahoney, Economic Development Coordinator
James Horbal, Deputy Director of Public Works
Robert Barneschi, WMC Engineers
File



ATTACHMENT B BID FORM

TOWN OF BERLIN
SIDEWALK CONNECTIVITY PROJECT
PROJECT NO. 2022-26

TO: Town Manger's Office
Town of Berlin
240 Kensington Road
Berlin, Connecticut 06037

FROM: PJF CONSTRUCTION CORP
561 PARK ROAD
WEST HARTFORD
CT 06107

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Documents for the SIDEWALK CONNECTIVITY PROJECT hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including any utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents, at and for the unit prices for work in place for the following work items.

The quantity of the units shown below is based on the Town / State agreed reduction in scope which will include only Farmington Avenue, Newton Street and Langdon Court as shown on the original bid documents. The Owner reserves the right to increase or decrease these quantities. Payment to the Contractor will be based on completed measured quantities of these work items.

Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0201001A	Clearing and Grubbing	1	L.S.	\$ <u>27,500⁰⁰</u>	\$ <u>27,500</u>
UNIT PRICE IN WORDS		<u>TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS</u> <u>NO CENTS</u>			
0202000	Earth Excavation	230	C.Y.	\$ <u>24.00</u>	\$ <u>5,520</u>
UNIT PRICE IN WORDS		<u>TWENTY FOUR DOLLARS</u> <u>NO CENTS</u>			
0202100	Rock Excavation	5	C.Y.	\$ <u>1.00</u>	\$ <u>5</u>
UNIT PRICE IN WORDS		<u>ONE DOLLAR</u> <u>NO CENTS</u>			

0202452A Test Pit 2 Ea. \$ 650.⁰⁰ \$ 1,300
UNIT PRICE IN WORDS SIX HUNDRED FIFTY DOLLARS NO CENTS

0202574A Reset Monument 1 Ea. \$ 600.⁰⁰ \$ 600
UNIT PRICE IN WORDS SIX HUNDRED DOLLARS NO CENTS

0219001 Sedimentation Control System 1,900 L.F. \$ 2.65 \$ 5,035
UNIT PRICE IN WORDS TWO DOLLARS SIXTY FIVE CENTS

0219001 Sedimentation Control System at Catch Basin 23 Ea. \$ 85.⁰⁰ \$ 1,955
UNIT PRICE IN WORDS EIGHTY FIVE DOLLARS NO CENTS

0507758A Reset Manhole (Storm) 2 Ea. \$ 650.⁰⁰ \$ 1,300
UNIT PRICE IN WORDS SIX HUNDRED FIFTY DOLLARS NO CENTS

0815001 Bituminous Concrete Lip Curbing 30 L.F. \$ 18.⁰⁰ \$ 540
UNIT PRICE IN WORDS EIGHTEEN DOLLARS NO CENTS

0921001A 5" Concrete Sidewalk 11.275 S.F. \$ 16.⁵⁰ \$ 186,037.⁵⁰
UNIT PRICE IN WORDS SIXTEEN DOLLARS FIFTY CENTS

0921002A 5" Concrete Sidewalk w/ Integral Curb 1,765 S.F. \$ 19.⁰⁰ \$ 33,535
UNIT PRICE IN WORDS NINETEEN DOLLARS NO CENTS

0921003A 8" Concrete Sidewalk 2.900 S.F. \$ 18.50 \$ 53.650
UNIT PRICE IN WORDS EIGHTEEN DOLLARS FIFTY CENTS

0921005A Concrete Sidewalk Ramp 640 S.F. \$ 22.50 \$ 14.400
UNIT PRICE IN WORDS TWENTY TWO DOLLARS FIFTY CENTS

0922500 Bituminous Concrete Driveway (Commercial) 250 S.Y. \$ 62.00 \$ 15.500
UNIT PRICE IN WORDS SIXTY TWO DOLLARS NO CENTS

0922501 Bituminous Concrete Driveway (Residential) 660 S.Y. \$ 52.00 \$ 34.320
UNIT PRICE IN WORDS FIFTY TWO DOLLARS NO CENTS

0942000 Water for Dust Control 3 Mgal. \$ 100.00 \$ 300
UNIT PRICE IN WORDS ONE HUNDRED DOLLARS NO CENTS

0944000 Furnishing and Placing Topsoil 2,700 S.Y. \$ 8.00 \$ 21.600
UNIT PRICE IN WORDS EIGHT DOLLARS NO CENTS

0949310 Ligustrum Ovalifolium (California Privet) 24" - 30" SPD 55 Ea. \$ 48.00 \$ 2.640
UNIT PRICE IN WORDS FORTY EIGHT DOLLARS NO CENTS

0950005 Turf Establishment

2,700

S.Y.

\$ 1.75 \$ 4,725

UNIT PRICE IN WORDS

ONE DOLLAR SEVENTY FIVE CENTS

0970006 Traffic Person
(Municipal Officer)

1

Est.

\$ 20,400.00 \$ 20,400
~~12,000.00~~

UNIT PRICE IN WORDS

0970007 Traffic Person
(Uniformed Flagger)

480

Hrs.

\$ 20.00 \$ 9,600

UNIT PRICE IN WORDS

TWENTY DOLLARS NO CENTS

0971001A Maintenance and
Protection of Traffic

1

L.S.

\$ 42,000.00 \$ 42,000

UNIT PRICE IN WORDS

Forty Two THOUSAND DOLLARS NO CENTS

0975004 Mobilization and
Project Closeout

1

L.S.

\$ 60,000 \$ 60,000

UNIT PRICE IN WORDS

SIXTY THOUSAND DOLLARS NO CENTS

1208932A Removal and
Relocation of Existing
Signs

1

L.S.

\$ 4,800.00 \$ 4,800

UNIT PRICE IN WORDS

FOUR THOUSAND EIGHT HUNDRED DOLLARS NO CENTS

1209832A Sign Face Sheet
Aluminum (Type IV
Retroreflective)

30

S.F.

\$ 100.00 \$ 3,000

UNIT PRICE IN WORDS

ONE HUNDRED DOLLARS NO CENTS

1210105 Epoxy Resin Pavement Markings, Symbols and Legends 625 S.F. \$ 4.90 \$ 3,062.50
UNIT PRICE IN WORDS FOUR DOLLARS NINETY CENTS

1210106 12" White Epoxy Resin Pavement Markings 30 L.F. \$ 4.90 \$ 147
UNIT PRICE IN WORDS FOUR DOLLARS NINETY CENTS

1211001 Removal of Pavement Markings 590 S.F. \$ 2.70 \$ 1,593
UNIT PRICE IN WORDS TWO DOLLARS SEVENTY CENTS

1302048 Reset Valve Box (Water Main) 5 Ea. \$ 250.⁰⁰ \$ 1,250
UNIT PRICE IN WORDS TWO HUNDRED FIFTY DOLLARS NO CENTS

1302051 Reset Valve Box (Gas) 5 Ea. \$ 250.⁰⁰ \$ 1,250
UNIT PRICE IN WORDS TWO HUNDRED FIFTY DOLLARS NO CENTS

1403501A Reset Manhole (Sanitary Sewer) 2 Ea. \$ 650 \$ 1,300
UNIT PRICE IN WORDS SIX HUNDRED FIFTY DOLLARS NO CENTS

1500220 Reset Manhole (Utility) 4 Ea. \$ 650 \$ 2,600
UNIT PRICE IN WORDS SIX HUNDRED FIFTY DOLLARS NO CENTS

BID SUMMARY

TOTAL BID PRICE (FIGURES): \$ 561,465

TOTAL BID PRICE (IN WORDS): FIVE HUNDRED SIXTY ONE THOUSAND
FOUR HUNDRED SIXTY FIVE DOLLARS NO CENTS

The above prices shall include all materials, equipment and labor, all transportation costs, overhead, profit, insurance, etc. to provide for the finished work of the kind called for. (Amounts shall be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Town reserves the right to reject any or all bids. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, the Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds and appropriate insurance coverage certificates as required by the General Conditions.

The bid security attached in the sum of 5% Bid
(\$) is to become the property of the Town in the event the contract and bond are not executed within the time set for the above, as liquidated damages for the delay and additional expense to the Town caused thereby.

Date: 9/19/2022

Corporate Seal

Respectfully submitted:

By: [Signature]
(Signed name of bidder)

GEAROID FITZGERALD
(Printed name of bidder)

PRESIDENT
(Title)

PJF CONSTRUCTION INC
(Company name)

561 PARK ROAD
(Address)

WEST HARTFORD, CT 06107
(City, State)

860-221-5908
(Phone)

GEAROID FITZGERALD @ SBCGLOBAL.NET
(Email)

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 22, 2022
SUBJECT: Removal of Planning and Zoning Member

Summary of Agenda Item:

The Planning and Zoning Commission respectfully asks that the Council considers vacating the appointment of Scott Hamel. Mr. Hamel has been unable to attend their meetings. The Charter does permit this: Section 3-11 (b) "The Council shall have the power to remove any member from any appointive board, commission or committee, as follows: (1) upon such a member's absence from three (3) consecutive meetings of the board, commission or committee, whether a regular or special meetings, without justifiable cause, (2) upon such a member's absence from thirty (30%) percent or more of meetings of the board, commission or committee, whether regular or special meetings, without justifiable cause during the twelve (12) month period commencing on February first (1st) of each calendar year, (3) for cause, after reasonable notice, and a hearing held at a regularly scheduled Council meeting, at which said member shall have an opportunity to be heard and may be accompanied by legal counsel."

Action Needed:

Move to vacate the appointment of Scott Hamel on the Planning and Zoning Commission due to member's absence from meetings.

Attachments:

None

Prepared By: Kate Wall, Town Clerk